



## Callable Wireless Services Agreement

### 1. Definitions

1.1 “Acceptable Use Policy” means the rules governing the use of the Callable Services, the current version of which is available at <http://www.Callable.io>.

1.2 “Callable Network” means the switching centres operated by or for Callable for routing of Device data, SMS and (where applicable) voice traffic and the Wireless Services used by Callable for carrying such traffic to and from Devices.

1.3 “Callable Service Area” means the geographic areas in which Wireless Services are available. A coverage database with more detailed information about coverage for each Wireless Network is located at the Web Portal. Callable will update this database from time to time to reflect any changes in coverage affecting Wireless Services communicated to Callable by Wireless Provider Partners.

1.4 “Callable Services” means the Management Services, Wireless Services, Web Services, Support Services and Professional Services.

1.5 “Application Data” means all data, SMS or voice traffic information that is exchanged between Devices and the Customer Facilities for use by Customer Applications through the use of Callable Services.

1.6 “Confidential Information” means all confidential or proprietary information of a business or technical nature exchanged between the parties, whether disclosed orally, visually or in writing, which has clearly been identified as confidential or which by its nature or the circumstances of its disclosure should reasonably be understood to be proprietary and held in confidence including, without limitation, product and service plans and information, marketing, sales and pricing data and plans, operational and financial information

and Personal Data relating to Customer or End Users. The contents of this Agreement and any attachments, including but not limited to the Pricing Attachment, will specifically be treated as Confidential Information of both parties, unless otherwise agreed.

1.7 “Customer Application” means any software or firmware program provided by Customer for internal purposes or to provide Customer Services that sends, receives or processes Application Data.

1.8 “Customer Facilities” means the data interface and handling facilities or servers designated by Customer to initiate delivery to, or receive delivery of Application Data from, Callable and/or the facility of a Wireless Provider Partner.

1.9 “Customer Services” means the services, including Customer Applications, provided by Customer to End Users that rely on or incorporate an Callable Service and to which you add material value in addition to the Callable Services.

1.10 “Device” means any modem, radio, telephone, monitor or sensor, or other hardware or virtual device for use with the Callable Services, including any physical or virtual SIM Card or any device containing a SIM Card.

1.11 “Documentation” means all of the information and materials that Callable provides or makes available on a Web Portal or other Callable site about Callable Services and the Requirements, including developer guides, getting started guides, user guides, quick reference guides, sample code and tools, software libraries, command line tools, API guides and API Instructions, support and troubleshooting guidelines and other technical and operations manuals and specifications for the operation of the Callable Services, as may be updated by Callable from time to time.

1.12 “End User” means customers of Customer and the authorized employees, subcontractors,

vendors and distributors of Customer or its customers who will operate any Device, use any Customer Service or interact with any Callable Service directly or using Customer's account.

1.13 "Management Services" means the Callable web-based services and tools accessed through APIs that support Customer Applications, including, but not limited to, services for Device management, billing and traffic monitoring.

1.14 "Number" means any mobile identification number (MIN), International Mobile Subscriber Identity (IMSI) number or other identification number assigned to a SIM Card or Device by a Wireless Provider for purposes of enabling the Device to use Wireless Services.

1.15 "Personal Data" has the meaning given to it in the Service Terms, including Addendum 1 thereto.

1.16 "Pricing Attachment" means one or more attachments to this Agreement showing the applicable prices to be charged for SIM Cards and for use of Callable Services. Each Pricing Attachment will indicate which Callable Services or Wireless Networks Customer will be using. If Customer wishes to deploy Devices on a different Wireless Network, the parties will enter into a new or amended.

1.17 "Privacy Policy" means the policies governing the collection and use of information by Callable, the current version of which are available at <http://www.Callable.io>. If a particular Callable Service or Mobile App has its own privacy policy, the term "Privacy Policy" refers to that other policy.

1.18 "Professional Services" means any consulting, development, integration, engineering or other professional services outside the scope of the Callable Support Services that are provided by Callable to Customer under a Statement of Work.

1.19 "Requirements" means the guidelines available in the Documentation setting out technical and behavioral requirements for Devices, Customer Services and Customer Applications that use or interact with Callable Services, including guidelines (a) for connection between Customer Facilities and the Web Services for transmission of Application Data and (b) for Devices and Customer Services operating on the Callable Network.

1.20 "Service Terms" means the Callable Services Terms available at the Callable site at

<http://www.Callable.com/legal> governing Customer's use of the Callable Services.

1.21 "SIM Card" means a physical subscriber identity module chip or virtual SIM supplied or approved by Callable to enable Devices to access Wireless Services.

1.22 "Standard Billing and Purchase Terms" means the detailed terms available at <http://www.Callable.com/legal/> applicable to rating and billing of Callable Services and to purchases of SIM Cards.

1.23 "Statement of Work" means a written agreement between Customer and Callable for Professional Services that details the scope, deliverables, timetable, ownership of intellectual property, and fees.

1.24 "Support Services" means the customer support services provided by Callable as described in Section 3.

1.25 "Support Policies" means the policies available at the Callable site at <http://www.Callable.com/legal/> describing the customer support available to users of Callable Services.

1.26 "VPN" means a secure link to the Web Services from the Customer Facilities for exchange of Application Data and other access of Callable Services.

1.27 "Web Portal" means the Callable web-based customer portal available at <https://airport.Callable.com> that allows Customers to access Management Services as well as tools, Documentation, etc.

1.28 "Web Services" means the Callable web-based services provided to all customers of Wireless Services, including but not limited to Management Services and the Web Portal.

1.29 "Wireless Networks" means the different types of third-party wireless services made available by Callable (e.g., CDMA, GSM, 4G LTE, 5G or Wi-Fi) in the Callable Service Area.

1.30 "Wireless Provider Partners" means the wireless telecommunications or data service providers whose Wireless Network facilities are used in the provision of Wireless Services.

1.31 "Wireless Services" means the services provided by Callable on the Callable Network to enable the transmission of data, SMS and, where applicable, voice between Devices and Customer

Facilities or third-party application servers. Unless otherwise indicated, the term “Wireless Services” will refer to services for data, SMS and voice together.

## 2. Services.

2.1 Callable Services. Callable will make available to Customer the Callable Services as provided in this Agreement and each Pricing

Attachment and subject to the Service Terms and Standard Billing and Purchase Terms. Customer agrees to purchase the Callable Services solely for use in connection with providing Customer Services to End Users and not for resale.

2.2 SIM Cards. If SIM Cards are required for use of Wireless Services by Customer, then unless otherwise agreed in writing. Customer will buy from Callable a SIM Card for each Device that will use the Wireless Services at the prices shown in the order form and subject to the Standard Billing and Purchase Terms. Customer will be responsible for proper installation of SIM Cards in Devices. Customer is responsible for all costs of shipping, handling and insurance.

2.3 VPN. If required for proper operation of the Customer Services, Callable and Customer will establish a VPN connection between the Customer Facilities and the Callable Web Services in compliance with the Requirements at the prices shown on the applicable Pricing Attachment. Customer will be responsible for its own costs with respect to the VPN as well as for the establishment of all appropriate security controls, including use of encryption domains and segregation of its networks, to limit access to its computer networks by Callable or any third parties through the VPN.

## 3. Support.

3.1 Included Support. Customer will, at no additional charge, be entitled to Callable Support Services for use of the Wireless Services and Web Services at the most basic level provided to all purchasers of Wireless Services or Management Services as described in the Support Policies.

3.2 Optional Support. Customer may purchase an enhanced level of support on terms to be provided and agreed.

## 4. Pricing and Payment Terms

4.1 Pricing and Taxes. Callable will provide the Callable Services and SIM Cards at the prices shown in the Pricing Attachment and in

accordance with the Standard Billing and Purchase Terms. Professional Services will be provided at the prices shown in a Statement of Work signed by Customer and Callable. Unless explicitly provided otherwise in a Pricing Attachment or Statement of Work, the prices shown in any Pricing Attachment or Statement of Work do not include any local, state or national taxes or fees, import or export duties or other surcharges, including any VAT (“Taxes”), all of which will be paid by Customer unless it can provide Callable with a valid exemption certificate. Callable will list all Taxes separately on the invoice or other billing statement.

4.2 Purchases of SIM Cards. Customer may purchase SIM Cards either by providing Callable with a binding, non-cancellable purchase order specifying the number and type of SIM Cards desired and the requested delivery date or by using any online store maintained by Callable. SIM Card sales are made in accordance with the Standard Billing and Purchase Terms, including the limited warranty for SIM Cards provided therein.

4.3 Invoices. Callable may require payment for SIM Cards upon shipment. All other sales of SIM Cards will be invoiced at the time of purchase. Callable will use reasonable efforts to invoice Customer within five (5) business days of the end of each calendar month for Callable Services. While billing information relating to use of Callable Services may be available for viewing in the Web Portal, in the event of any discrepancy between the invoice and the information available at the Web Portal, the invoice will control.

4.4 Terms of Payment. Unless Customer has been granted credit terms, Customer will pay all undisputed amounts on each invoice by valid credit or debit card or by debit to a checking account and must authorize recurring billings to its chosen card or checking account. If and when Customer has been granted credit terms by Callable, then payment will be due by check or wire transfer to an account designated in writing by Callable no later than 30 days from the invoice date.

4.5 Late Payment. In the event any invoiced and undisputed amounts are not paid by the designated due date for any reason, including expiration or cancellation of any credit or debit card, revocation of any payment authorization, or any refusal of any bank or processing party to authorize the transaction, Callable

may charge interest on any delinquent amount from the due date until the date paid at a rate equal to one and a half percent per month or the highest rate allowed by law, whichever is lower. In addition, Callable may suspend Customer's access to services and ability to use Callable Services until all delinquent amounts are paid.

4.6 Billing Disputes. Customer may dispute any part of any invoice in good faith by giving a written notice to Callable no later than 30 days after the invoice date that details why it disputes the identified items. Callable will investigate and resolve all billing disputes within 30 days of its receipt of notice of the dispute. If Callable reasonably determines that an amount is due to Customer, Callable will promptly credit Customer's account or, if this Agreement has been terminated, issue a refund. If Callable reasonably determines that an amount is due to Callable, then Customer agrees that Callable may process a payment transaction for that amount or invoice

Customer.

4.7 Forecasts. Customer will submit to Callable on request and no more frequently than quarterly a good faith, non-binding 12-month forecast in a form mutually acceptable to the parties indicating the estimated number of Devices that Customer will deploy on each Wireless Network in the Callable Network, the number of SIM Cards expected to be ordered, and any expected changes in the usage profile of Devices on the Callable Network. Information disclosed by Customer in the forecast provided pursuant to this section will be Confidential Information of Customer.

## 5. Numbers and Responsibility for Usage.

5.1 Assignment of Numbers. Callable has the right to assign and control Numbers. Customer understands that, subject to any regulations about portability of numbers, Customer has no property right in any Number and that Wireless Providers reserve the right to change assigned Numbers time to time as further provided in the Service Terms. Callable retains ultimate responsibility for all Numbers that have been assigned to Callable by Wireless Provider Partners or by a regulatory authority unless and until Callable makes an assignment of a Number to Customer.

5.2 Responsibility for Usage. Customer will be solely responsible for all fees relating to use of the Callable Services, including usage of Wireless Services by a Device that uses any SIM Card or

Number allocated to Customer hereunder.

Customer will be responsible for all charges, costs or damages resulting from any abuse or fraud arising from use of such SIM Card or Number regardless of how or by whom committed.

Customer's responsibility will continue, notwithstanding the expiration or

termination of this Agreement, until such time as Customer cancels a Device at the Web Portal and the Device is no longer passing traffic on the Callable Network. If any usage is determined to be due to fraud by Callable or its personnel, or due to an unexcused failure of the Callable Services to implement any blocking instructions successfully set by Customer, Callable will be responsible for all fees related to such fraudulent activity or due to the failure of the blocking instruction.

## 6. Changes.

6.1 Right to Make Changes. Except as provided below, Callable may make changes to this Agreement without Customer's approval including, but not limited to, changes to standard terms and policies, such as the Standard Billing and Purchase Terms, the Service Terms, the Acceptable Use Policy, the Privacy Policy or the Support Policies, as well as changes to rates and charges, the Requirements and the Callable Services, provided that such changes (a) do not increase Customer's total costs of receiving the Callable Services during any guaranteed term of this Agreement by more than an immaterial amount, but excluding changes due to increases in costs charged by roaming partners of Wireless Provider Partners, (b) do not require Customer or its customers or End Users

to make any material changes to its or their systems, software, equipment or Devices, policies or procedures, but excluding changes to software, firmware or settings of deployed Devices through over-the-air campaigns, (c) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of any of the Callable Services, (d) do not materially reduce the scope of the Callable Services, and (e) are otherwise consistent with this Agreement. Callable will publicize any changes by a notice given to Customer by email to the designated account representative or by a prominent announcement on the Web Portal unless such changes fall within the descriptions in (a) through (d) above, in which case Callable will give written notice to Customer as provided in this Agreement. Any such changes will take effect on the earlier of 30 days after

posting on the Web Portal or giving of notice, as the case may be, to permit Customer an opportunity to terminate this Agreement.

6.2 Changes to Coverage or Rates. Callable and its Wireless Provider Partners may modify the carriers on whom roaming is permitted, which may result in loss of coverage for certain countries or geographic areas or may increase the cost of receiving Wireless Services; any such increases will be subject to Section 6.1. Notwithstanding anything to the contrary in this Agreement, Callable reserves the right to terminate coverage in certain countries or specific geographic areas if (a) Callable or its Wireless Provider Partners loses access to roaming partners in those countries or areas, or (b) changes in costs charged by Wireless Provider Partners or their roaming partners result in a material adverse impact on Callable's cost basis in accessing coverage in those countries or areas such that, in Callable's reasonable discretion, continued provision of network services becomes commercially unreasonable. If Callable determines that it may be possible to continue to provide service to Customer in the affected countries or areas by increasing the rates for service in those countries or areas, Callable will use good faith efforts to offer Customer the opportunity to continue coverage in the affected country or area at the increased rate prior to terminating coverage. Callable will use good faith efforts to minimize the impact of any coverage changes to Customer. Callable will provide at least 7 days' notice (or 30 days' notice whenever possible) of any of the changes to rates or coverage as described in this Section

6.2 before any such changes take effect.

6.3 Emergency Changes; System Improvement. Callable (and any Wireless Provider Partner) may make temporary changes to any Callable Services required by an emergency, as well as take actions deemed reasonably necessary to protect or optimize its network or services. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, scheduled maintenance and the like.

Callable will provide Customer with as much advance notice to Customer as reasonably possible, by email or by posting on the Web Portal, including at least five (5) days' advance notice of planned maintenance by Callable. Any actions

resulting in permanent changes will be implemented only in compliance with Section 6.1.

7. Customer Obligations; Fraudulent or Disruptive Use 7.1 Approved Devices and Customer Services. Customer has the sole responsibility to ensure that all SIM Cards that it purchases and all Devices that use Customer Services and all Customer Services offered by it meet both its needs and requirements and all of the applicable Requirements. Customer will not make material changes to such Devices or Customer Services without complying with this

#### Section 7.1. CUSTOMER

ACKNOWLEDGES THAT USE OF A SIM CARD, DEVICE OR CUSTOMER SERVICE THAT MEETS THE REQUIREMENTS OR THAT HAS BEEN CERTIFIED FOR OPERATION ON THE CALLABLE NETWORK BY CALLABLE DOES NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, THAT THERE ARE NO ERRORS OR DEFECTS IN ANY DEVICES OR CUSTOMER SERVICES, THAT ANY DEVICES WILL OPERATE IN AN ERROR-FREE MANNER ON THE CALLABLE NETWORK, THAT THE CALLABLE SERVICES WILL BE FIT FOR CUSTOMER'S PURPOSE OR THAT WIRELESS PROVIDER PARTNERS HAVE APPROVED THE DEVICES OR CUSTOMER SERVICES. CALLABLE AND WIRELESS PROVIDER PARTNERS DISCLAIM ALL SUCH WARRANTIES.

7.2 Agreements with End Users. Customer will not make any representations or warranties to its End Users or include in any of its agreements with its End Users provisions inconsistent with the terms in this Agreement or the Service Terms, including any disclaimers of warranties and limitations of liability. If any End User is permitted to access the Web Services, such End User will be required to consent to the Service Terms.

7.3 Service Terms and Acceptable Use. Customer will comply and will require that its End Users comply as applicable, with the Service Terms and the Acceptable Use Policy. Customer agrees to make good faith efforts to minimize abuse or fraudulent use, to promptly report to Callable any such abuse or fraudulent use of which Customer becomes aware, and to fully cooperate in any investigation or prosecution initiated by Callable or a Wireless Provider Partner.

#### 8. Term and Termination

8.1 Term. This Agreement is effective upon the Effective Date and will remain in full force and

effect until terminated pursuant to this Section 8 (the "Term").

8.2 Termination for Breach or Insolvency. Either party may terminate this Agreement immediately if the other party fails to cure any material breach (a) of its payment obligations within ten (10) days of receiving written notice, or (b) of any other term of the

Services Agreements within thirty (30) days of receiving written notice. A party may also terminate this Agreement immediately if the other files a petition in bankruptcy, makes an assignment for the benefit of creditors, takes steps to liquidate, dissolve or wind up or admits in writing its inability to pay its debts as they come due, or if it has a petition in bankruptcy filed against it or a receiver or trustee appointed for its assets, and such filing or appointment is not stayed or dismissed within thirty (30) days.

8.3 Termination for Convenience. Either party may terminate this Agreement for any or no reason upon 90 days' prior written notice to the other party.

8.4 Effect of Termination. Upon termination of this Agreement for any reason, (a) all rights to payment under Section 4 that have accrued prior to such termination will continue in

force; (b) all rights of either party to use Confidential Information of the other party under the Agreement will cease and each party will return or destroy all Confidential information of the other party; and (c) the obligations of the parties with respect to the protection of Confidential Information will continue as provided in the Service Terms. Customer will use its best efforts to cancel its Devices at the Web Portal or otherwise prevent its Devices from contacting the Callable Network, or permit Callable to cancel them. Customer will promptly disconnect the VPN, retrieve any Application Data stored on any Callable systems and stop using any Web Services. Callable may delete or destroy any data remaining in its systems twenty (20) business days after the effective date of termination. Any other provision of this Agreement which contemplates performance or observance subsequent to any termination of this Agreement will survive any termination of this Agreement and continue in full force and effect.

## 9. General Provisions

9.1 Publicity. Customer agrees that during the term of this Agreement, Callable may identify

Customer as a client of Callable and use Customer's name and logo in any of its print or web-based

marketing materials and case studies.

9.2 Order of Precedence. In the event of a conflict between this Agreement and any Pricing Attachment or Statement of Work, the terms of the Pricing Attachment or Statement of Work will govern. In the event of a conflict between this Agreement, the Pricing Attachment or a Statement of Work on the one hand, and the Standard Billing and Purchase Terms, the Service Terms, the Support Policies, the Privacy Policy or the Acceptable Use Policy on the other, this Agreement, the Pricing Attachment or the Statement of Work will govern. No purchase order, invoice or other document submitted by Customer or Callable will in any way modify or add to the terms and conditions contained in this Agreement,

any Pricing Attachment or Statement of Work or any other document or policy applicable hereto.

9.3 Governing Law. This Agreement will be governed in all respects by the laws of England Wales.