

Wireless Logic Group

Product Schedule

Professional Services

English/UK

Version - 1.2

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4th Floor
The Davidson Building
Davidson House
Reading
RG1 3EU

Tel: +44 (0)330 056 3300

www.wirelesslogic.com

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Wireless Logic Group Product Schedules

The Products that Wireless Logic delivers are subject to and governed by the General Terms as supplemented by the additional terms as set out in the relevant Product Schedules in respect of specific Products that the Customer orders from Wireless Logic from time to time.

By ordering Value-Added Services, the Customer agrees to be bound by the additional terms and conditions set out in this Product Schedule in respect of the relevant Value-Added Services.

Save as expressly amended in respect of the Value-Added Services set out in this Product Schedule, all other provisions of the General Terms (and any Order form or Tariff Addendums) shall continue in full force and effect without amendment.

Disclaimer of promotional materials

The presentation of Products on Wireless Logic's website does not constitute a legally binding offer, but a non-binding online catalogue. Wireless Logic's commitments on the specification and/or quality of Products shall be exclusively as set out in the relevant Agreement between Wireless Logic and the Customer. No public statement, promotion or advertising will constitute any contractual commitment from Wireless Logic in respect of the specification and/or quality of any Product(s).

Unless expressly agreed otherwise in writing, the samples that Wireless Logic provides to the Customer before or on the Agreement entering into force are only illustrative samples for the sole purpose of giving an approximate character of the relevant Product(s). The Agreement is not a sale by sample.

Special Conditions

Wireless Logic may agree that certain special conditions apply to the provision of the Value-Added Services as set out in the Master Agreement Form. Where these special conditions apply, they will take precedence over the terms of this Product Schedule to the extent applicable (in accordance with clause 1.4 (Structure) of the General Terms).

Ordering Process

New Customers

New Customers will be provided with a quote by Wireless Logic's sales team.

To submit an Order, new Customers will be required to enter into a Master Agreement Form and place an Order as advised by Wireless Logic.

Existing Customers

Where a Customer has a valid Master Agreement Form covering the relevant Product(s) that the Customer wishes to Order, the Customer must place its Order for Value-Added Services through Wireless Logic's sales team.

Save to the extent that the Customer is acting as a Reseller, the Customer must not place Orders for Product(s) on behalf of any third parties, including members of the Customer's Group, and Wireless Logic requires that a valid Master Agreement Form covering the relevant Product(s) is in place with each recipient of any Products. The Customer should discuss any of its Group members' requirements for Products with the relevant Wireless Logic Account Manager.

By placing an Order, the Customer submits an offer to Wireless Logic to provide the relevant Product(s) to the Customer. Any automated e-mail acknowledgement sent by Wireless Logic confirming receipt of the Customer's Order is not a declaration of acceptance for the purpose of forming a binding commitment on Wireless Logic. An Order will be deemed accepted by Wireless Logic in accordance with clause 3.2 (Orders) of the General Terms. For the avoidance of doubt, Wireless Logic is under no obligation to accept the Order.

Wireless Logic's acceptance of each Order will be subject to credit checking in accordance with the General Terms.

Professional Services

Wireless Logic may offer certain additional professional services to customers to ensure that IoT solutions are designed, tested, deployed and scaled to meet the needs of each specific use case.

1 Definitions

The following terms and definitions apply to the provision of Professional Services:

- "....."

Professional Services (OLD)

2 **Delivery and Warranties**

- 1.1 *Wireless Logic will perform the Professional Services as set out in the Order.*
- 1.2 *Wireless Logic will use reasonable endeavours to meet any timeframes for the delivery of the Professional Services that have been agreed in writing with the Customer, but all timeframes are estimates and time is not of the essence for delivery of Professional Services.*
- 1.3 *The Customer shall provide any co-operation, access to premises, staff or IT systems and networks that are: (a) set out in the relevant Product Schedule in respect of any related Services; (b) otherwise agreed in writing by the Parties; and/or (c) reasonably requested by Wireless Logic to enable Wireless Logic to provide the Professional Services.*

3 **Charges**

The Charges for the Professional Services are as agreed by the Parties in writing in an Order. Wireless Logic will invoice Customer the Charges for the Professional Services at the end of each calendar month.

4 **Intellectual Property**

Notwithstanding clause 19.3 (Intellectual Property Rights) and without prejudice to the remaining provisions of clause 19 (Intellectual Property Rights) of the General Terms, Wireless Logic grants Customer a non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, for the Term to use any Deliverables for the internal business purposes of the Customer Entities.

5 **Termination**

Without prejudice to any termination rights set out in the General Terms, Wireless Logic can terminate the Professional Services for any reason by giving not less than fourteen (14) calendar days' prior written notice to Customer.