

# Wireless Logic Group

# **Product Schedule**

  

## **Value-Added Services**

## English/UK

Version - 1.1  
Issue Date – August 2024

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# Wireless Logic Group Product Schedules

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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

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## 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.

# Private APN

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The following terms and definitions apply to the provision of Private APN Value-Added Services:

- **"APN"** is short for 'Access Point Name' and means the point where a mobile device can enter an IP network;
- **"Private APN"** means the private APN that gives a Customer direct access to their LAN and allows the Customer to specify certain parameters such as the private address space allocated to the devices & RADIUS server attributes for user authentication. The Customer Entities are also able to access the Internet through the Private APN unless expressly agreed otherwise in writing;
- **"Public APN"** means a Network Provider's public APN. When the SIM card is enabled for data e.g. GPRS/3G etc the public APN is added by default. The Public APN is open for everyone to use and its use is subject to payment of the Charges.

## Customer required statements for SIM set up:

1. The Customer must expressly state "Private APN only" in the Customer Solution Addendum if they **do not want** the Public APN applied.
2. The Customer must expressly state "Public APN only" in the Customer Solution Addendum if they **do not want** the Private APN applied.
3. The Customer must expressly state "Private & Public APN" in the Customer Solution Addendum if they want both the Private APN and the Public APN applied.

## Private APN terms

4. If the Customer requests that the Private APN is enabled it is the Customer's responsibility to ensure their device is configured correctly so it can use the Wireless Logic Private APN.

## Public APN terms

5. The Customer acknowledges that the use of the Public APN by themselves or Customer Entity will contribute to their data usage package and likely to incur Charges in the event of overage.
6. If the Customer requests the Public APN to be disabled after the initial SIM set up (as set out in paragraphs 1-3 above) Wireless Logic shall use its reasonable endeavours to disable the Public APN:
  - (i) **for 1-5 SIMs**, within:
    - twenty four (24) hours of receiving an email from the Customer to move onto an existing solution, received between 9.00am to 16.00pm GMT/BST on a Business Day;
    - twenty four (24) hours of receiving an updated Customer Solution Addendum from the Customer to create and move to a new solution, received between 9.00am to 16.00pm GMT/BST on a Business Day;
    - twenty four (24) hours starting from 9:00am on the Business Day following the receipt of an email to move onto an existing solution from the Customer which is received between 16.01pm and 8.59am GMT/BST; or

- twenty four (24) hours of receiving an updated Customer Solution Addendum from the Customer to create and move to a new solution, which is received between 16.01pm and 8.59am GMT/BST;
- (ii) **for 6 – 50 SIMs**, within ten (10) Business Days of receiving an email to move onto an existing solution **or** an updated Customer Solution Addendum to create and move to a new solution; and
- (iii) **for over fifty-one (51) SIMs**, Wireless Logic shall propose a reasonable time period for disabling the Public APN an email to move onto an existing solution **or** an updated Customer Solution Addendum to create and move to a new solution.
7. The Customer acknowledges that it will be responsible for all Charges incurred up to the disabling of the Public APN taking effect in accordance with the timeframes set out in paragraph 6.

# Public IP

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The following terms and definitions apply to the provision of Public IP Value-Added Services:

**“Fixed Public IP Service”** means the Service provided by Wireless Logic whereby a fixed public IP address (directly accessible from the Internet) is assigned to a SIM.

1. **Risks:** The Customer acknowledges that, where it chooses to use a Fixed Public IP Service as a component of its Services, it:
  - (i) confirms that it has understood the risks involved with the Fixed Public IP Service and precautions it should take (including those set out below or as may be notified from time to time by Wireless Logic); and
  - (ii) agrees that, having taken those risks into account, the Customer will be fully responsible for any usage arising out of or in connection with the Fixed Public IP Service.
2. **SMS enabled:** Where the Customer would like to have SMS enabled whilst using a Fixed Public IP Service, Wireless Logic’s recommendation is that such Customer takes every precaution to minimise the risk of its SIMs, devices and applications becoming vulnerable. Where the Customer requests SMS to be enabled on a Fixed Public IP Service, the Customer:
  - (i) confirms that it understands the risks involved and precautions it must take; and
  - (ii) agrees that, having taken those risks into account, it will be fully responsible for any usage arising out of or in connection with the enabling of SMS on Fixed Public IP Services.

**NB:** The Customer acknowledges that Wireless Logic cannot bar SMS on O2 SIMs at the point of activation, and Customers will therefore be liable to pay any Charges associated with SMS on O2 SIMs.

3. **Liability:** For the avoidance of doubt in light of the risks involved and subject to clause 15.1 (Liability and Remedies) of the General Terms, Wireless Logic will not be responsible or have any Liability for any Losses caused by and/or resulting from Customer Entities’ use of the Fixed Public IP Service.

# Security

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Wireless Logic is keen to minimise security threats, where possible, for all customers that could be exposed to SMS Spam or Fraud.

Each Customer agrees that it will at all times take all necessary precautions to minimise the risk of its SIMs, devices and applications becoming vulnerable, including each of the following actions:



## 10 steps to help secure your IoT/M2M applications

### Securing your device

- 1 Change the default password of your device/router.
- 2 Use the latest version of firmware from your hardware manufacturer.
- 3 Consider securing your device with a firewall.
- 4 Ensure that your devices are not tampered with.

### Securing your SIM

- 5 Bar/block any services that you don't need using SIMPro – for example SMS or roaming.\*
- 6 Consider IMEI locking services to ensure that your SIM is associated with the appropriate device.\*\*

### Manage and monitor your services

- 7 Actively manage user profiles for your SIMPro account.
- 8 Closely monitor usage by setting up SIMPro alerts and ensure that you review your bill every month.

### Overlay private APN services

- 9 Consider encrypted Virtual Private Network (VPN) solutions, static IPs and direct interconnects .
- 10 Consider outbound IP whitelisting to ensure that data traffic can only be sent to defined end points.

\*Some networks may not be able to bar specific services.

\*\*IMEI locking is not available on all networks.



# DevicePro Terms

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**DevicePro is a vendor agnostic device monitoring and device management platform that enables solution providers, OEMs and global corporations to monitor and remotely manage devices and hardware in real time.**

The following terms and definitions are additional and supplemental to the Connectivity Management Platform Terms and apply to the Customer's access and use of Wireless Logic's "DevicePro" Platform as updated and/or replaced from time to time (the "**DevicePro Platform**"):

1. The service descriptions and technical details of DevicePro can be found in the applicable Wireless Logic's Group product catalogue at: <https://www.wirelesslogic.com/iot-solutions/devicepro/>
2. **Further prices and delivery conditions applicable to DevicePro** - The Customer acknowledges and agrees that additional Charges may be incurred in the following circumstances:
  - (i) if there are any new hardware vendors which need to be integrated with the DevicePro Platform then, depending on the complexity of the work involved, Wireless Logic is permitted to charge to the Customer an additional one-time Charge for undertaking any related integration work; and
  - (ii) any other Professional Services, including (24x7) monitoring of devices and alerts, bulk firmware upgrades, etc. will incur additional Charges as Value-Added Services.
3. **Minimum Contract Term** - the Parties agree that the Minimum Contract Term for the Customer's access to the Device Pro Platform (the "**DevicePro Services**") is 12 months from commencement of the DevicePro Services, being the date on which the DevicePro is first made available for access by the Customer. Other Minimum Contract Terms may apply to other Services in parallel to the DevicePro Minimum Contract Term and will be governed by the applicable terms in the Customer's Agreement.
4. **Information requirements** - The Parties acknowledge that the following certain non-public and proprietary information may be accessed or disclosed by the Parties to each other as part of the provision of DevicePro Services to the Customer, and the Customer agrees to provide such access where required to the Customer's router for configuration and setup of the router for the DevicePro Services. To the extent necessary, Wireless Logic will share a set of standard steps document with the Customer to enable the Customer to better understand the DevicePro Platform and DevicePro Services.

# Anomaly Detection

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## **Anomaly Detection (AD) solution enables a Customer to monitor & detect IoT assets for any operational or security anomalies.**

Anomaly detection is a Service offered to Customers as a Value-Added Service.

Customers will receive a separate Wireless Logic branded dashboard (separate from SIMPro but Customers can login via SIMPro) which they can use to monitor the devices which have a Wireless Logic provided-SIM.

Wireless Logic has partnered with a third party solution provider (the "TP Provider") to offer the Anomaly Detection Service and offers two distinct service offerings as follows:

### **1 Freemium AD Services**

The Freemium AD Services will be offered for an initial period of 6 months, and on expiry of this initial period will automatically continue on a monthly rolling basis unless and until terminated by either Party in accordance with clause 23 (Termination) of the General Terms.

### **2 Premium AD Services**

There will be a monthly subscription fee for the Premium AD Service. The Customer can sign up for a Minimum Contract Term of 12 or 24 months.

To order the Premium AD Services, Customers must specify the contract duration and subscription charges in the Value-Added Service Order or accept the quote generated through QuotePro and submit to Wireless Logic.

At the end of the Minimum Contract Term for Premium services, the Premium AD Services will automatically continue on a monthly rolling basis unless and until terminated by either Party in accordance with clause 23 (Termination) of the General Terms.

Notwithstanding the Minimum Contract Term, either Party can choose to terminate the Premium AD Service: by Wireless Logic providing thirty (30) calendar days' written notice to the Customer of such termination; or by the Customer submitting a Cancellation Request as set out in clause 23.2 (Ending Services during or after supply) of the General Terms without liability for either party, including any early termination fees normally applied during a Minimum Contract Term in accordance with clause 24.3 of the General Terms (Consequences of Termination and Costs).

### **3 Service Support**

Any bugs or issues with AD Services dashboard should be reported to Wireless Logic and would be resolved or addressed with support of our solution partner for this service.

Customer acknowledges that the Anomaly Detection Service is hosted and made available by subcontractors of the TP Provider. The TP Provider may remove, add or replace such subcontractors from time to time, at its sole discretion provided that material functionality of the Anomaly Detection services shall not be materially adversely changed. The materials used to run the Anomaly Detection services may include third party "open source" or "Free Software" components that are subject to third party terms and conditions ("**Third Party Terms**"). If there is a conflict between any Third-Party Terms and the terms of this Product Schedule, then the Third-Party Terms shall prevail but solely in connection with the related third-party component.

#### **4 Data Sharing with third party provider**

Wireless Logic will be creating the Customer account and users on the TP Provider platform which will contain names, email addresses and SIM information of the Customer.

In accordance with clause 21.5 (Data Protection) of the General Terms, the Customer consents to Wireless Logic appointing the TP Provider as a third-party processor of Personal Data for the purpose of enabling this service in the background.

Wireless Logic confirms that it has entered with the TP Provider into a written agreement incorporating terms which are substantially similar to those set out in clause 21.5 (Data Protection) of the General Terms and which Wireless Logic undertakes reflect and will continue to reflect the requirements of the Data Protection Laws. As between the Customer and Wireless Logic, Wireless Logic shall remain fully liable for all acts or omissions of the TP Provider.

# Professional Services

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**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 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.

## **2 Charges**

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

## **3 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.

## **4 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.