



TERMS

Service specific terms

IoT connectivity

evolving.net.uk

IoT connectivity

1 The basics

- 1.1 These Service Specific Terms are supplemental to the Terms of Service and the applicable Order Form entered into between Evolving Networks and you, our Customer. Each reference to “the Service” in these Service Specific Terms is a reference to the IoT connectivity service detailed in the applicable Order Form relating to the SIM Cards (as defined below) which are provided pursuant to the Contract between us.
- 1.2 All capitalised terms defined in the Terms of Service shall have the same meaning in these Service Specific Terms. In these Service Specific Terms:
 - 1.2.1 “Connectivity Provider” means the provider of the SIM Cards and associated network connectivity;
 - 1.2.2 “Network” means the telecommunications network of the Connectivity Provider and the telecommunications network of any third party used by the Connectivity Provider to provide the Services; and
 - 1.2.3 “SIM Card” means a subscriber identity module card supplied by us to you pursuant to an Order Form.

2 Services

- 2.1 Your attention is drawn to Condition 5.1 (Service Specific Terms) of the Terms of Service and we ask you to raise any queries regarding the contents of these Service Specific Terms before submitting an Order Form to us.
- 2.2 From time to time we may need to make changes to these Service Specific Terms to reflect regulatory or technological changes affecting the Services. Following publication on our website or communication to you, the updated version of these Service Specific Terms will apply to your Contract with us.

3 Pricing and invoicing

- 3.1 The Charges in respect of the provision of the Service are as set out in the applicable Order Form. Notwithstanding Condition 9 of the Terms of Service, such Charges shall be invoiced to You and payable by You on a monthly basis in arrears.

4 Customer obligations

- 4.1 You shall comply with any reasonable instructions we provide to you and with any health and safety, security, use of the Network and fair usage policies (as updated from time to time) relating to the use of the Services that we provide to you from time to time.

5 Service limitations

- 5.1 Service throughput is subject to performance of the Network which is dependent, amongst other things, on proximity of Network infrastructure and Connectivity Providernetwork contention. Due to traffic prioritisation controls and other



advanced packet management technologies employed by our software, speed tests performed by You cannot be accepted as proof of performance or used in diagnostic testing.

- 5.2 You acknowledge that the mobile network data connectivity provided by the SIM Cards is provided through the Network. In the event of any loss of connectivity reported to us, we shall liaise with the Connectivity Provider to resolve the issue and will keep you updated as to the Connectivity Provider's efforts to restore connectivity. However, Evolving Networks will not be responsible to you for any loss of connectivity arising other than as a result of our acts or omissions and does not guarantee that the Services will be continuously available or fault-free.

6 Service suspension

Planned outages

- 6.1 The Connectivity Provider may, from time to time, upon reasonable notice where practicable, suspend the Services during any modification or maintenance of the Network and neither Evolving Networks nor the Connectivity Provider shall have any liability in relation to such suspension.

Unplanned outages

- 6.2 The Connectivity Provider may, from time to time and without notice or liability to you, suspend the Services during any technical failure of the Network, because of an emergency or upon instruction by emergency services or any government or appropriate authority or for your own security.
- 6.3 The Connectivity Provider shall use reasonable endeavours to restore the Services suspended in accordance with clause 6.1 or 6.2 of these Service Specific Terms as soon as reasonably practicable.
- 6.4 You will remain liable for all Charges payable to us in accordance with these Service Specific Terms during any period of suspension arising from the circumstances described in clause 6.1 or 6.2 of these Service Specific Terms.

Actions of the customer

- 6.5 The Connectivity Provider may suspend or disconnect the Services without notice in any of the following circumstances:
- 6.5.1 if you fail to comply with these Service Specific Terms after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or
- 6.5.2 if you allow anything to be done which in the Connectivity Provider's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of Evolving Networks or the Connectivity Provider.
- 6.6 If the Connectivity Provider has suspended the Services in accordance with clause 6.5, the Connectivity Provider will restore the Services when the circumstance described in clause 6.5 is remedied.
- 6.7 You will remain liable for:
- 6.7.1 all Charges levied in accordance with these Service Specific Terms during any period of suspension; and
- 6.7.2 all reasonable costs and expenses incurred by the Connectivity Provider in the implementation of such suspension or disconnection, where such suspension or disconnection arises from the circumstances described in clause 6.5.



Actions of the connectivity provider's suppliers

6.8 The Connectivity Provider may, without prejudice to its other rights hereunder, suspend or terminate a Service if a supplier of the Connectivity Provider suspends, terminates or lets expire the provision of services to the Connectivity Provider which the Connectivity Provider requires to provide such Service and for which the Connectivity Provider is unable to find a replacement supplier, having used its reasonable endeavours. The Connectivity Provider will provide to us as much notice as is reasonably possible and we shall communicate such notice to you promptly.

Actions by regulators

6.9 The Connectivity Provider may, where requested by or on behalf of a regulatory body (including because of fraud or misuse) or required to do so by law, suspend any Services provided under these Service Specific Terms.





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