

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: SURE SPEND DATA

1. DEFINITIONS

Band means the maximum permitted level of average data usage specified in the Pricing Plans;

Connection means a connection to the Network by an appropriately configured SIM card;

Profile means your Sure Spend Data Profile;

Six Monthly Review means the reviews described in clause 5 of this Service Description;

Three Month Health Check means the review described in clause 4 of this Service Description; and

Usage Type means calling minutes, TXT or data within a Sure Spend Profile.

Any term not defined in this clause shall have the meaning given to it elsewhere in this Agreement.

2. CORE PROFILE

2. 1 During the Service Initial Term you will maintain the Connections specified in your Core Profile.

3. USAGE PATTERN

3. 1 Your Sure Spend Profile and Band have been developed from our analysis of your data usage history over the 12 months preceding the Commencement Date, adjusted in the light of any anticipated changes to your data behaviour you have made known to us. For new customers, you warrant that any usage history you have communicated to us is true and correct, and you warrant that you do not anticipate any changes to your data usage behaviour that you have not made known to us. You further agree that should you become aware of any likely change in your data usage pattern, you will notify us immediately.

4. THREE MONTH HEALTH CHECK

4. 1 On the expiry of the third billing cycle of the Service Initial Term, we will calculate your average monthly data usage per Sure Spend Data Connection over the previous three months. If that average exceeds the Band, we will give you written notice of that excess, and require you to either reduce your usage to the extent required to remain within the Band, or opt to increase the Band and accept a higher Monthly Fee. If in the billing cycle within which you receive our notice, your actual data usage does not remain within the Band, and you have not opted to increase your Band and accept a higher Monthly Fee, we may on further notice to you, but without a formal written variation, increase the Monthly Fee with effect from your next billing cycle. If your average data usage reduces to within the Band exceeded, pricing will remain unchanged until the Six Monthly Review.

5. SIX MONTHLY REVIEWS

5. 1 On the expiry of the sixth billing cycle of the Service Initial Term, and at intervals of six months thereafter, we will:
- (a) calculate your average monthly data usage per Sure Spend Data Connection over the previous six months. If that average exceeds the Band, we will give you written notice of that excess, and you may either reduce your data usage to the extent required to remain within the Band, or increase the Band and accept a higher Monthly Fee for the applicable Profile. If, in the billing cycle within which you receive our notice, your actual data usage does not remain within the Band, and you have not opted to increase your Band and accept a higher Monthly Fee, we may on further notice to you but without a formal written variation, increase the Monthly Fee with effect from your next billing cycle. If your average data usage reduces to within the Band exceeded, pricing will remain unchanged until the next Six Monthly Review; and

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- (b) review your Core Profile. If at any review your number of Connections has fallen by 10% or more below the minimum number of Connections set out in your Core Profile, we may, after consultation with and notice to you but without written variation, vary your Pricing Plans with effect from your next billing cycle.

6. NO RETROSPECTIVE CHARGES OR CREDITS

- 6. 1 Without prejudice to any remedy available to us for breach of your warranty at clause 3.1 above, you and we agree that we will not following any review either charge you retrospectively for usage in excess of the Band, nor apply any credit to your account for usage falling short of the Band allocation.

7. PROFILE CHANGES ONLY AT REVIEWS

- 7. 1 You may only change the Profile of a Sure Spend Data Connection at the Three Month Health Check or at a Six Monthly Review.

8. NO DATA USAGE ALERTS FOR END USERS

- 8. 1 You acknowledge that your end users will not be sent alerts warning them when a particular volume of data has been consumed. We therefore recommend you implement a mobility policy setting out guidelines for acceptable usage for your employees and monitor their usage monthly via MyBusiness exception reporting.