

**PELION CONNECTIVITY MANAGEMENT TERMS OF SERVICE  
RESALE TERMS**

**1. INTRODUCTION**

- 1.1 These Resale Terms apply in relation to Customer's use of the Connectivity Solution. In these Resale Terms, the initially capitalized words have the following meanings:
- (a) "**Applicable Laws**" means all legislation, laws, statutes, by-laws, rules, regulations, orders, ordinances, policies, guidelines, licenses, permits, approvals, authorizations, judgments and decisions enacted or issued by any Governmental Authority as applicable to the provision of the Connectivity Solution.
  - (b) "**Governmental Authority**" means any supra-national, communal, national, provincial, state, county, municipal, quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown or state corporation, or court or other law, rule or regulation-making entity having or purporting to have jurisdiction on the Connectivity Solution, the Customer or Pelion.

**2. SCOPE OF RESELLING**

- 2.1 The Customer may, on a non-exclusive basis, resell, distribute, provide or sub-licence the Connectivity Solution to the extent required to achieve the Resale Purpose in the Resale Territory (as each of those terms is defined in the Order Form).
- 2.2 The Customer shall procure that End Customers do not resell one or more elements of the Connectivity Solution as a standalone. A breach of this provision shall be deemed a material breach of the Agreement.

**3. RELATIONSHIP BETWEEN CUSTOMER AND END CUSTOMERS**

- 3.1 The Customer, not Pelion, is providing the Connectivity Solution to the End Customers.
- 3.2 The Customer shall contract directly with the End Customers in its own name.
- 3.3 Any contract between the Customer and the End Customers shall comply with the obligations in the Agreement including:
- (a) A statement that Pelion is not providing the Connectivity Solution directly to the End Customer or End User;
  - (b) A statement that Customer and not Pelion will provide the Connectivity Solution and support for the Connectivity Solution;
  - (c) Sufficient permission to enable Pelion to process information relating to the End Customers as contemplated by the Agreement and in particular Clause 4 (Use of the Service, Data and Resale); and
  - (d) A disclaimer, to the extent permitted by Applicable Law, of all warranties by Pelion and any liability by Pelion or the Pelion Group for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Connectivity Solution.
- 3.4 The Customer shall directly manage its End Customer invoicing, payment and credit terms, and the collection of amounts due. Pelion is not responsible for invoicing and collecting any monies owed by the End Customer and Customer must pay Pelion in accordance with this Agreement regardless of any outstanding monies owed to Customer by its End Customers.

**4. RELATIONSHIP BETWEEN END CUSTOMER AND PELION**

- 4.1 No contractual relationship. No contractual relationship exists or will be created between Pelion and End Customer without the prior, express written consent of Pelion.
- 4.2 No agency. The Customer shall not represent itself as an agent or partner of Pelion for any purpose, nor give any condition or warranty or make any representation on Pelion's behalf or commit Pelion to any contracts. Customer shall not, without Pelion's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Connectivity Solution which are inconsistent with those contained in the Documentation, or otherwise incur any liability on behalf of Pelion.

**5. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, INDEMNITY**

- 5.1 Due diligence. The Customer shall perform all due diligence prior to the provision of the Connectivity Solution and during the agreement with the End Customer, whether the Connectivity Solution offered by the Customer to the End Customer are, and remain, compliant with the local laws or regulations in the countries in which the Customer is offering them.
- 5.2 Licenses and permits. Customer shall obtain and maintain in force for the Term of the Agreement, and the term of any agreement with its End Customers, all licenses, permissions, authorizations, consents and permits needed to resell the Connectivity Solution.
- 5.3 Liability Disclaimer. Pelion shall not be liable to End Customers or End Users or other third parties to whom the Customer makes the Connectivity Solution available. For the avoidance of doubt, Pelion has no knowledge or expertise in the reselling of the Connectivity Solution.
- 5.4 Non-compliance. The Customer is responsible for ensuring the Connectivity Solution complies with the Applicable Laws. If Pelion reasonably believes that the provision of the Connectivity Solution by Customer could breach local law or regulations or the local regulator or a local operator raise reasonable concerns, then:
  - (a) Pelion may immediately suspend or, where possible, will provide the Customer with advance written notice of no less than two (2) Business Days of its intention to terminate the provision of the Connectivity Solution to Customer without liability or cost to Pelion; and
  - (b) WITHOUT PREJUDICE TO PELION'S RIGHT TO SUSPEND OR TERMINATE THE PROVISION OF THE CONNECTIVITY SOLUTION, THE CUSTOMER WILL INDEMNIFY AND HOLD PELION HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) INCURRED BY PELION AND ARISING OUT OF ANY ACTIONS, SUITS OR PROCEEDINGS BROUGHT BY A THIRD PARTY AGAINST PELION AS A RESULT OF CUSTOMER'S ALLEGED OR PROVEN NON-COMPLIANCE WITH LOCAL LAW OR REGULATION, OR AS A RESULT OF PELION BEING FOUND, BY LOCAL LAW OR REGULATION, TO BE THE DIRECT SERVICE PROVIDER TO THE END CUSTOMER AND/OR END USER.

**6. FINANCIAL ASSESSMENT**

- 6.1 Pelion shall credit assess Customer from time to time as reasonably required by Pelion to assess Customer's risk profile. Pelion may use Customer's risk profile and credit assessments to set limits on the number (as determined by Pelion) of active connections which Customer may have on the Customer's Pelion account. Pelion may make available to Customer details of such maximum limits on active connections upon request.
- 6.2 Pelion may at any time require Customer to provide financial security in such form as Pelion in its sole discretion may elect (including without limitation bank or other guarantees) and which in Pelion's opinion is appropriate as security against Customer's non-compliance with or non-observance of any of the provisions hereof (including without limitation failure to pay fees due). Refusal to provide such

security or failure to provide it within thirty (30) days of the date of request by Pelion shall be deemed to be a material breach of this Agreement by Customer.

<b>7.     AUDIT</b>
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7.1     In relation to the reselling of Pelion's Connectivity Solution, Customer agrees to provide Pelion access to its internal systems and reports on the provision of one week's notice, or less by mutual agreement, for the purposes of ensuring compliance with the provisions of this Agreement. The Customer will ensure that appropriate staff will be available to assist Pelion in undertaking such audits.

<b>8.     INSURANCE</b>
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8.1     Customer shall maintain in force at all times sufficient insurance with a reputable insurance company to meet all of its obligations arising under or in connection with the reselling of Connectivity Solution under this Agreement, and provide appropriate documentary evidence of such insurance.

8.2     If Pelion does not reasonably believe that Customer's insurance cover is sufficient to cover its risks and obligations for reselling its services under this Agreement Pelion may require Customer to increase its level of insurance cover to such level as Pelion shall consider appropriate. Failure to put in place such cover shall be considered a material breach and entitle Pelion to terminate the Customer's right to provide any reseller services to its End Customers.