

PELION HARDWARE & DEVICES TERMS OF SERVICE

1. AGREEMENT

- 1.1 The Agreement applies to the provision of the Hardware as detailed in the Order Form. Upon signature by the parties, the Order Form incorporates the versions of the Pelion Connectivity Management Terms of Service, Provider Specific Terms, Data Processing Addendum, Resale Terms (if applicable), Security Measures, Warranty and Pelion Connectivity Management Service Support Program and includes these Hardware & Devices Terms of Service identified in the Order Form.
- 1.2 **Interpretation:**
- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - (b) A reference to a party includes its successors and permitted assigns.
 - (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
 - (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
 - (e) A reference to writing or written excludes fax, informal electronic communication such as chat, SMS or other short form mediums but includes email.

2. BASIS OF AGREEMENT

- 2.1 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 2.2 The Order Form constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order Form include the product name and SKU for the Goods ordered and such details are complete and accurate.
- 2.3 The Order Form shall only be deemed to be accepted by Pelion at the Effective Date, at which point and on which date the Agreement shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter, or advertising produced by Pelion and any descriptions or illustrations contained in Pelion's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Agreement nor have any contractual force.
- 2.6 A quotation for the Goods given by Pelion shall not constitute an offer. A quotation shall only be valid for a period of thirty (30) days from its date of issue.

3. GOODS

- 3.1 Pelion will supply the Goods as set out in the Order Form.
- 3.2 Pelion reserves the right to amend the description of the Goods set out in the Order Form if required by any applicable statutory or regulatory requirement, and Pelion shall notify the Customer in any such event.

4. DELIVERY

- 4.1 Pelion shall arrange for the Goods to be delivered to the location set out in the Order Form (Delivery Location) at any time after Pelion notifies the Customer that the Goods are ready.

- 4.2 Acceptance of Delivery is deemed to be complete upon either of the following:
- (a) Written or electronic confirmation of successful Delivery from Pelion's approved shipping partner;
 - (b) If nominated by the Customer for no written or electronic approval of Delivery, the completion of unloading of the Goods at the Delivery Location; or
 - (c) If the Customer nominates to use their own shipping partner, when the Goods are collected from Pelion.
- 4.3 Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. Pelion shall not be liable for any delay in Delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Pelion with adequate Delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 In the event that the Goods are not delivered, Pelion's liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Pelion shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Pelion with adequate Delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Customer fails to take Delivery of the Goods within three (3) Business Days of Pelion notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Pelion's failure to comply with its obligations under the Agreement in respect of the Goods:
- (a) Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third (3rd) Business Day after the day on which Pelion notified the Customer that the Goods were ready; and
 - (b) Pelion shall store the Goods until actual Delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If ten (10) Business Days after the day on which Pelion notified the Customer that the Goods were ready for Delivery the Customer has not taken actual Delivery of them, Pelion may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.7 Pelion may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Agreement. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. WARRANTY

- 5.1 Pelion warrants that on Delivery, and for a period of 12 months (unless specified differently within the Order Form) from the date of Delivery (Warranty Period), the Goods shall:
- (a) conform in all material respects with their description; and
 - (b) be free from material defects in design, material and workmanship.
- 5.2 Subject to clause 5.3, if:
- (a) the Customer gives notice in writing to Pelion during the Warranty Period within five (5) Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) Pelion is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by Pelion) returns such Goods to Pelion's place of business at the Customer's cost,
- Pelion shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 Pelion shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer failed to follow Pelion's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of Pelion following any drawing, design or specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of Pelion;

- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this **Error! Bookmark not defined.Error! Reference source not found.**, Pelion shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Agreement.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by Pelion.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of Delivery.
- 6.2 Title to the Goods shall not pass to the Customer until :
- (a) Pelion receives payment in full (in cash or cleared funds) for the Goods; and
 - (b) any other goods that Pelion has supplied to the Customer in respect of which payment has become due,
- in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Pelion's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery;
 - (d) notify Pelion immediately if it becomes subject to any of the events listed in clause (b) to **Error! Bookmark not defined.Error! Reference source not found.**; and
 - (e) give Pelion such information as Pelion may reasonably require from time to time relating to:
 - a. the Goods; and
 - b. the ongoing financial position of the Customer.
- 6.4 The Customer may not resell or use the Goods in the ordinary course of its business (but not otherwise) before Pelion receives payment for the Goods.
- 6.5 At any time before title to the Goods passes to the Customer, Pelion may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. FEES AND PAYMENT TERMS

- 7.1 The price of the Goods shall be the price set out in the Order Form.
- 7.2 Pelion may, by giving notice to the Customer at any time up to two (2) Business Days before Delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond Pelion's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the Delivery date(s), quantities or types of Goods ordered; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give Pelion adequate or accurate information or instructions.
- 7.3 The price of the Goods:
- (a) Excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Pelion at the prevailing rate, subject to the receipt of a valid VAT invoice; and

- (b) Excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.4 Pelion may invoice the Customer for the Goods on or at any time after the completion of Delivery.
- 7.5 The customer shall pay each invoice submitted by Pelion:
- (a) Within 30 days of the date of the invoice; and
 - (b) In full and in cleared funds to a bank account nominated in writing by Pelion, and Time for payment shall be the essence of the Agreement.
- 7.6 If the Customer fails to make a payment due to Pelion under the Agreement by the due date, then, without limiting Pelion's remedies under **Error! Bookmark not defined.Error! Reference source not found.**, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Pelion may charge Customer interest at the lesser rate of 1% per month (12% per annum) and the maximum amount permitted by law on all late payments.
- 7.7 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.8 The charges for Connectivity Solution provided by Pelion under this Agreement do not include taxes. Customer shall pay all taxes, fees, surcharges, license fees and other tax like charges imposed on or incident to the provision, sale or use of Connectivity Solution in accordance with applicable law, including value added taxes, sales and use taxes or other similar taxes. Customer shall pay all amounts due under the Agreement in full without any deduction or withholding. Without limiting the foregoing, in the event that payment of any sums due to Pelion under the Agreement becomes subject to any deduction or withholding in respect of or on account of tax, Customer shall pay to Pelion such additional sum as may be required in order that the net amount actually received and retained by Pelion under the Agreement (after such deduction or withholding has been made) shall be equal to the full amount that would have been received and retained by Pelion had no such deduction or withholding been required to be made.
- 7.9 From time to time, Pelion may offer access the Goods in combination with the Connectivity Solution (or portions thereof) through a trial period, pilot, or proof of concept ("Proof of Concept"), as Pelion determines in its sole discretion, and as reflected in the Order Form. The obligations on Customer as set forth in this Agreement apply in full to any Goods or Connectivity Solution provided by Pelion to Customer as a Proof of Concept. Customer understands and acknowledges that the Goods and Connectivity Solution provided under any Proof of Concept may be significantly limited in capability and as such shall not be used to support a production or live solution. Any access or use of the Goods and Connectivity Solution under a Proof of Concept shall be at Customer's sole risk and is provided to the Customer on an "as is" basis.

8. LIMITATION OF LIABILITY

- 8.1 The limits and exclusions in this Clause 8 reflect the insurance cover Pelion has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 8.2 References to liability in this **Error! Bookmark not defined.Error! Reference source not found.** include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
 - (d) defective products under the Consumer Protection Act 1987.
- 8.4 Subject to **Error! Bookmark not defined.Error! Reference source not found.**, Pelion's total liability to the Customer shall not exceed an amount equal to 100% of the price of the Goods.
- 8.5 Subject to **Error! Bookmark not defined.Error! Reference source not found.**, the following types of

loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

8.6 This **Error! Bookmark not defined.** shall survive termination of the Agreement.

9. TERMINATION

- 9.1 Without limiting its other rights or remedies, Pelion may terminate this Agreement with immediate effect by giving written notice to the Customer if:
 - (a) the Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
 - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
 - (c) the Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.
- 9.2 Without limiting its other rights or remedies, Pelion may suspend provision of the Goods under the Agreement or any other contract between the Customer and Pelion if the Customer becomes subject to any of the events listed in clause (b) to **Error! Bookmark not defined.**, or Pelion reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.
- 9.3 Without limiting its other rights or remedies, Pelion may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.
- 9.4 On termination of the Agreement for any reason the Customer shall immediately pay to Pelion all of Pelion's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Pelion shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.5 Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 9.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

10. FORCE MAJEURE

- 10.1 Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Agreement by giving 7 days written notice to the affected party.

11. GENERAL

- 11.1 **Assignment and Other Dealings**

- (a) Pelion may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of Pelion.

11.2 Confidentiality

- (a) Protection; Except as expressly provided by Clauses (b).(b) and 11.2.(c), each party shall maintain in confidence the Confidential Information disclosed by the other party and apply security measures no less stringent than the measures that such party applies to its own similar information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the Confidential Information.
- (b) Permitted disclosures; Each party may disclose Confidential Information to its Subsidiaries and service providers and, where such party is Pelion, to the Pelion Group, and its Subsidiaries and service providers. The parties may use such information, in each case solely for the purposes of the Agreement. Each party will be liable for any breach of its obligations under Clause **Error! Reference source not found.** that is caused by an act, error, or omission of any such Subsidiary or service provider or the Pelion Group.
- (c) Either party may disclose Confidential Information received from the other party in the following circumstances:
 - a. disclosure to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that the party required to make the disclosure promptly notifies the other party upon learning of such requirement (unless restricted by law) and has given the other party a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order);
 - b. disclosure to nominated third parties under written authority from the original discloser of the Confidential Information; and
 - c. disclosure to the receiving party's legal counsel, accountants, or professional advisors to the extent necessary for them to advise upon the interpretation or enforcement of the Agreement.
- (d) Excepted Information; Except with respect to Personal Data, the provisions of this Clause 11.2 shall not apply to information which:
 - a. is known to and has been reduced to tangible form by the receiving party prior to its receipt provided that such information is not already subject to any obligations of confidentiality; or
 - b. is in the public domain at the time of receipt or later becomes part of the public domain without breach of the confidentiality obligations in the Agreement; or
 - c. is received from a third party without any breach of any obligation of confidentiality in respect of such information provided that such information is not subject to any continuing obligations of confidentiality; or
 - d. was independently developed without use of or reference to the other party's Confidential Information.

11.3 Entire Agreement

The Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into the Agreement, neither party has relied on, and neither party will have any right of remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in the Agreement.

11.4 Variation.

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Waiver

- (a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11.6 Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this **Error! Bookmark not defined.Error! Reference source not found.** the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of

the original provision.

11.7 Notices

- (a) Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day Delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
 - a. if delivered by hand, at the time the notice is left at the proper address; or
 - b. if sent by pre-paid first-class post or other next working day Delivery service, at 9.00 am on the second (2nd) Business Day after posting.
- (c) This Clause 11.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.8 Third Party Rights

- (a) Unless it expressly states otherwise, the Agreement does not give rise to any rights under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- (b) The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

11.9 Governing Law

The validity, construction, and performance of the Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. Customer may bring a claim against Pelion only in the courts of England and Wales. Pelion may bring a claim against Customer in any court that has jurisdiction over Customer.

11.10 Conflicting Terms

If there is a conflict between the documents that make up the Agreement, the documents will control in the following order: the Order Form, the Data Processing Addendum, the Security Measures, the Provider Specific Terms, these Pelion Connectivity Management Terms of Service, the Hardware and Devices Terms of Service, the Resale Terms, the Pelion Connectivity Management Service Support Program, Warranty.

11.11 Territory

The Customer agrees that the Goods will only be used within the United Kingdom. Unless stipulated on the Order Form, usage out with this jurisdiction requires written approval from Pelion.

11.12 Goods Usage

The Customer agrees that the Goods will only be used in conjunction with SIM Cards provided by Pelion.

12. DEFINITIONS

For the purposes of these Pelion Device and Hardware Terms of Service, the initially capitalized words are ascribed the following meanings:

- 12.1 **"Acceptance of Delivery"** shall mean the point at which Pelion, as the provider, deems the Delivery of goods to the Customer as completed.
- 12.2 **"Account"** means Customer's Pelion Connectivity Management account.
- 12.3 **"Agreement"** means the Order Form together with the applicable versions of Pelion Connectivity Management Terms of Service, the Data Processing Addendum, Security Measures, Pelion Connectivity Management Service Support Program, the Provider Specific Terms, the Resale Terms, and Hardware and Devices Terms and Conditions incorporated in accordance with Clause **Error! Reference source not found.**
- 12.4 **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 12.5 **"Business Hours"** means the period from 0900 to 1700 on any Business Day.
- 12.6 **"Conditions"** means the terms and conditions set out in this document as amended from time to time

in accordance with Clause 11.4

- 12.7 **“Connectivity”** means the provision of wireless data connectivity for Devices through the radio communication spectrum (including the ability to transmit SMS messages), and includes any applicable Connectivity Value Added Services. Notwithstanding the foregoing, for purposes of this Agreement, the term “Connectivity” expressly excludes voice service and mandatory emergency service.
- 12.8 **“Connectivity Solution”** means the solution provided by Pelion under this Agreement comprising the Service and the Connectivity.
- 12.9 **“Customer”** means the entity identified as such in the Order Form.
- 12.10 **“Customer Solution”** means a service, solution or application developed or used by Customer or its Affiliates, and which utilizes the Goods and Connectivity Solution, which may include a commercial service, solution or application which Customer provides to End Customers for a fee. Customer Solutions are provided by Customer, and not by Pelion.
- 12.11 **“Delivery”** means the act of Pelion shipping the Goods to the Customer’s designated Delivery Location through a delivery partner approved for use by Pelion. Delivery is deemed to commence when the Goods leave Pelion’s facility and is in transit with the approved delivery partner, and is considered complete upon Acceptance of Delivery by the Customer.
- 12.12 **“Delivery Location”** has the meaning given in Clause 4.2
- 12.13 **“Effective Date”** means, with respect to the Order Form, the date on which the Order Form is signed by the last of both parties to sign the Order Form.
- 12.14 **“End Customer”** means an individual or entity to whom Customer sells, provides or distributes either the Goods or Customer Solution and with whom Customer has entered into an agreement to provide either the Goods or Customer Solution.
- 12.15 **“End Users”** means, the individuals or entities that Customer (and, when Customer is permitted to Resell, the End Customer) permit to access or use the Connectivity Solution (or any part of it) under Customer’s Account.
- 12.16 **“Fees”** means the fees payable by Customer to Pelion for the Goods, including Minimum Commitment Fees (if any), as set out in the Order Form, and any applicable taxes in accordance with Clause **Error! Reference source not found.**
- 12.17 **“Force Majeure Event”** means an event, circumstance, or cause beyond a party’s reasonable control.
- 12.18 **“Goods”** means the goods (or any part of them) as referred to Hardware as set out in the Order Form.
- 12.19 **“Hardware”** means radio terminal devices that are used with the Connectivity Solution and that are owned by the Customer, End Customer or End Users and used by Customer, End Customer or End Users in connection with the Connectivity Solution.
- 12.20 **“Minimum Commitment Fees”** means the Fees associated with minimum commitments, as specified in the Order Form.
- 12.21 **“Order Form”** means an order form executed by both parties setting out: (a) the Hardware the Customer is purchasing; (b) Fees; and (c) any other terms for using either the Hardware or the Connectivity Solution that the parties have agreed upon.
- 12.22 **“Pelion”** means the Pelion Group legal entity set forth in the Order Form.
- 12.23 **“Pelion Group”** means Pelion IoT Limited whose principal place of business is situated at St Vincent Plaza, 319 St Vincent Street, Glasgow, G2 5LD (**“Pelion IoT Limited”**), its Subsidiaries and holding companies from time to time, and the Subsidiaries of any holding company of Pelion IoT Limited from time to time. A reference to a holding company of Pelion IoT Limited means a company wherever incorporated (or persons acting on its behalf) that directly or indirectly holds or controls either: (a) a majority of the voting rights exercisable at shareholder meetings of Pelion; or (b) the right to appoint or remove a majority of Pelion IoT Limited’s board of directors.

- 12.24 **“Provider Specific Terms”** means the relevant terms set out in the relevant Order Form, applicable depending on which Rate Plan is chosen by Customer.
- 12.25 **“Rate Plan”** means the rate plan or tariffs specified in the Order Form, detailing certain Fees payable in relation to use of the Connectivity.
- 12.26 **“Resale Terms”** means the relevant terms set out in the relevant Order Form, which apply when Customer is expressly authorized to Resell the Goods and Connectivity Solution in accordance with Clause **Error! Reference source not found.**
- 12.27 **“Resell”** means Customer providing the Goods and Connectivity Solution to its End Customers as part of the Customer Solution.
- 12.28 **“SIM Card”** means a subscriber identity module card or other device which contains SIM Profile and enables Devices to access the Connectivity.
- 12.29 **“Subsidiary”** means any company the majority of whose voting shares is now or hereafter owned or controlled, directly or indirectly, by a party hereto. A company shall be a Subsidiary only for the period during which such control exists.
- 12.30 **“Warranty”** means the Hardware Warranty that applies to Hardware in Clause 5.
- 12.31 **“Warranty Period”** has the meaning given in Clause 5.1.