

# **Vital Trace UK Ltd**

**Cellular Terms and conditions + Service  
Level Documents**

**Contract No: Aug 2020**

Vital Trace UK Ltd  
Hallmark House  
Downham Road  
Ramsden Heath  
Billericay  
Essex  
CM11 1PU  
UK

**CONTENTS**

<b><u>Section</u></b>		<b><u>Page No</u></b>
1	Introduction	3
2	Scope of Supply	3
3	Interpretation	3
4	Conditions of Service	4
5	Supply of SIM Cards & Services	4
6	Charges	5
7	Responsibilities	6
8	Ordering & Management of Simms & Services	7
9	Changes to the Agreement	7
10	Duration & Termination	7
11	SIM Card	8
12	Confidentiality	8
13	Exclusion of Third-Party Rights & Assignment of Agreement	8
14	Waiver	9
15	Liability	9
16	Severance	9
17	Dispute Resolution	10
18	General	10
19	Proper Law & Jurisdiction	10

**SCHEDULES**

Schedule 1	Pricing
Schedule 2	Service Level Document

## 1 **Introduction**

Vital Trace UK Ltd ("the Supplier") is a specialist provider of Cellular services, including SIM cards and Cellular infrastructures. The Supplier provides Cellular services specifically developed to meet requirements of the Machine to Machine sector.

## 2 **Scope of Supply**

All SIM Cards supplied under this Agreement between the Supplier and the Customer are to be installed into and used solely with the Customer's equipment, as an integral part of a solution supplied by the Customer.

**This Agreement** is made the Date: August 2020.

**Between: Vital Trace UK Ltd** (company no. 1) with offices at: Hallmark House, Downham Road, Ramsden Heath, Billericay, Essex, CM11 1PU, UK

It is agreed as follows:

## 3 **Interpretation**

The following words and expressions shall have the following meanings:

**Account: Vital Trace UK Ltd** records of the Customer payments, outstanding charges, SIM Cards and Customers' contract details.

**Account Application:** *The Customer's application for services and VITAL TRACE UK LTD telecom record of the Customer and user data prior to connection.*

**Additional Services:** any optional services (including Vital Trace UK Ltd APN) which are not listed in Schedule 1.

**Agreement:** the terms and conditions detailed in this Agreement, which are binding on both the Customer and the Supplier for the supply of SIM cards and services to the Customer, and each SIM card the Customer connects to the network under this Agreement.

**Bar:** a block placed by the Supplier on some or all of the Services the Customer normally uses (except for calls to emergency services).

**Charges:** all charges for the Services as set out in Schedule 1 of this Agreement. These include any administration charges.

**Connection:** the process of giving the Customer access to a Service.

**Disconnection:** the process of removing access to a Service.

**Device:** means a wireless device or equipment of the Customer into which the SIM Card will be inserted.

**Cellular Services:** services that allow customers to be permanently attached to the Supplier / carrier Cellular, enabling transmission of data over the network (4G, 4G and 2G services for example).

**Network:** the carrier telecommunications infrastructure by which the Supplier makes Services available in the United Kingdom.

**Reconnection:** the process of reconnecting access to a Service.

**Roaming:** an optional service which allows the Customer and/or Users to connect the SIM Card in the device onto multiple operator networks.

**RPI:** Retail Price Index is a measure of inflation published monthly by the Office for National Statistics.

**Services:** Cellular services and other services, including the Supplier's private APN.

**SLA:** Service Level Agreement (Schedule 2).

**SIM Card(s):** a (Subscriber Identity Module) card or other device which contains the mobile number and is programmed to allow the Customer to access the network and services.

**Support Service:** customer support services specified in the SLA.

**Suspension:** the temporary suspension of network services. 'Un-suspend' has an opposite meaning.

**Tariff:** a line rental and ongoing call costs for any billable services and products offered by the Supplier to the Customer for payment on a monthly basis (or otherwise), as set out in Schedule 1.

**Termination of Network Services:** means effecting cessation of operation of all services.

**User:** for the purposes of this Agreement, a user will be any user of the Customer.

**VAT:** Value Added Tax, which will be applied to amounts stipulated in this Agreement when billed at the prevailing rate stipulated by United Kingdom tax legislation.

#### **4 Conditions of Service**

- 4.1 It is expressly agreed that the Services and SIM Cards supplied pursuant to this Agreement are subject to the terms and conditions of this Agreement, notwithstanding the existence of alternative provisions in any purchase order or other document submitted subsequently by the Customer, unless the Supplier and the Customer agree in writing to vary the Agreement.
- 4.2 Ownership of the SIM Card(s) provided by the Supplier remains the property of the Supplier. The Customer acknowledges that the Services and SIM Cards provided under this Agreement are for the sole and exclusive benefit of the Customer.
- 4.3 Without prejudice to the Customer's rights to provide Services and Equipment to users under this Agreement the Customer agrees not to knowingly re-sell, re-supply or otherwise distribute the Services or SIM Cards without the prior written consent of the Supplier:
- 4.3.1 to existing customers of the Supplier (which shall include anyone or any organization that becomes a customer of the Supplier during the terms of this Agreement) provided always that the Customer is aware of the same; or
  - 4.3.2 To organizations or persons with whom the Supplier may from time to time negotiate with regarding the provision of goods and services provided always that the Customer is aware of the same.

#### **5 Supply of SIM Cards & Services**

- 5.1 The services offered to the Customer are set out in Schedule 1. Should any other provision of this Agreement be inconsistent with that Schedule then Schedule 1 shall take precedence.

- 5.2 Any SIM Cards provided by the Supplier to the Customer must be connected to the relevant Network under this Agreement. If any SIM Cards are not connected to the Network within three months from the date of supply, or on the termination or expiry of this Agreement for any reason, then the Supplier reserves the right to request return of the SIM Cards to the Supplier in their original state or pay the cost for each SIM Card that is not connected or returned – see Schedule 1.
- 5.3 Each SIM Card connected under this Agreement shall remain connected to the network for a minimum period of 12 months (Change) (“Minimum Contract Term”) from the date of activation of that SIM Card or as detailed and agreed on Schedule 1.
- 5.4 VITAL TRACE UK LTD will use reasonable endeavors to ensure all system are fully operational (other than when required for essential maintenance or upgrade, in which instance the Customer will be notified of any outage in advance), and will rectify system problems with minimal delay.
- 5.5 The Supplier shall take all reasonable steps and use all reasonable endeavors to make Services available to the Customer in accordance with the SLA. The Services are only available within the range of the base stations that make up the network. We recommend that the Customer carries out its own checks to ensure network availability in respect of use of the network (as services may sometimes be affected by factors outside the Suppliers control).
- 5.6 The Network and the Services may from time to time require upgrading, modification, maintenance or other works which may result in some or all of the Services becoming temporarily unavailable. In such cases, the Supplier shall do everything it can to keep the period of non-availability to a minimum.
- 5.7 The Supplier may suspend some or all of the services to the Customer if the Supplier has reason to believe that there has been non-compliance with one or more of the terms of the Agreement.
- 5.8 Subject to the foregoing, the Customer acknowledges that it has carried out its own investigations as to the suitability of the SIM Cards for the purpose for which they are required. The Supplier makes no representation and gives no warranties as to the suitability of the SIM Cards for use with the Devices. The Supplier will not be responsible in any way for monitoring, policing or ensuring that Third Party Equipment is protected against any forms of spamming or excessive usage of network services.
- 5.9 The Customer can request that the SIM Card(s) be barred, disconnected, suspended or terminated. The Customer will be responsible for all traffic until the SIM Card(s) are barred, disconnected, suspended or terminated. If SIM Card(s) are barred, disconnected or suspended the Customer will continue to be invoiced for the Monthly Line Rental (as detailed in Schedule 1) Until the Customer instructs the Supplier to terminate the SIM Card(s).

## **6 Charges**

- 6.1 The Customer accepts and agrees to pay the charges as specified in Schedule 1.
- 6.2 The Supplier shall invoice the Customer for the Services on a monthly basis with the exception of any upfront payments which will be due in full on the first invoice following activation of each SIM Card. A monthly email will notify the Customer that their latest invoice is attached. It is the Customer’s responsibility to open invoices in a timely manner. Back Invoices are available for a period of 6 months. Any invoices older than 6 months can be requested from the Supplier for which a fee may be charged.
- 6.3 The Customer shall pay invoices within 14 days of invoice date by direct bank transfer or Direct Debit without any deduction, retention or set off. This includes any costs incurred from usage by non-authorized third parties.

- 6.4 Should payment for charges not be in accordance with Clause 6.3 of this Agreement and should the Customer fail to remedy this within 7 days, the Supplier reserves the right to suspend network services until in receipt of all monies owed. At the Supplier's discretion, the Supplier will charge the Customer a fee of £5 (local amount) per SIM Card to un-suspend Services.
- 6.5 Should the Customer not settle invoices in accordance with Clauses 6.3 and 6.4, the Supplier reserves the right to terminate all network services. The Customer shall receive the Supplier's final invoice which shall be for all outstanding fees associated with the services provided by the Supplier up to the end of the Minimum Contract Term (as detailed on Schedule 1). If invoices are not settled in full the Supplier shall seek to recover all outstanding monies.
- 6.6 Should the Customer dispute any item detailed on the Supplier's invoice in whole or in part, the Customer shall as far as reasonably possible, within 14 days of such invoice date, notify the Supplier in writing of such disputed amount. The parties shall attempt to resolve the matter pursuant to Clause 17 of this Agreement. Without prejudice to the terms of this Agreement the Customer shall, in good faith, pay the invoice in whole. The Customer does, however, reserve the right to query the invoice after such payment has been made. Once the dispute has been settled, and if any amount is deemed due, the Supplier shall provide, at the Customer's choice, a credit note which shall be applied to the Customer's account and off-set against future invoices, or alternatively, an immediate refund of any amounts due. The submission of an invoice or the payment of the amounts claimed does not constitute a settlement or operate as a waiver of a party's rights under this Agreement.
- 6.7 Vital Trace UK Ltd reserves the right to vary the charges in line with RPI, anytime after a period of one year from the date of this Agreement and not within two years thereafter, in accordance with the proportion of any increase in the RPI index figures since the date of this Agreement.

## **7 Responsibilities**

- 7.1 The Supplier will invoice the Customer monthly in advance for monthly recurring subscription charges and monthly in arrears for SMS GPRS/4G etc. and traffic exceeding the agreed data bundles per Schedule 1. Charges in respect of Services not supplied directly by the Supplier such as (but not limited to) roaming may be invoiced several months in arrears. VAT / Local Tax will be added to all invoices at the relevant rate where applicable.
- 7.2 If payment is not made in accordance with Clause 6, the Supplier may, with prior written notification, charge interest on all sums outstanding at the rate of 3.5% above the base rate of HBOS. This interest shall accrue on a daily basis.
- 7.3 The Supplier will accept payment of charges by Direct Debit. Payment by any other method requires the Supplier's written agreement in advance and may result in the addition of processing fees (for credit card payment the greater of £10 or 5% surcharge on the total invoiced amount due).
- 7.4 Recognizing that good management and security of the services is important to all the Supplier customers, the Customer shall use all reasonable efforts to (and procure that its Users shall do the same):
- 7.4.1 Keep confidential and not disclose to any third party, any personal identification code, number or name issued by the Supplier permitting access to the services;
  - 7.4.2 Not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication which is of an offensive, abusive, indecent, obscene or menacing nature;
  - 7.4.3 Not cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience, whether to the Supplier or any of its customers, by any means including the use of the Network for persistently sending unsolicited communications without reasonable cause;
  - 7.4.4 Not act in a way which will impair Services, the operation of the Network or any part of it, or places it in jeopardy;
  - 7.4.5 Comply with relevant legislation or regulation relating to their use;

- 7.4.6 Comply with reasonable instructions issued by the Supplier which concern the use of Services, and co-operate with the Supplier in reasonable security and other checks.

## **8 Ordering, Management of Simms & Services**

- 8.1 The Customer will order and manage (including activate) SIM Cards via e mail.
- 8.2 All activations made via e mail will be treated as fully contracted connections to the Customer from point of connection. These connections will be subject to the terms and conditions as set out in this Agreement and Schedule 1.
- 8.3 Vital Trace UK Ltd will provides history logs of all activations and activity carried out via e mail. It is the Customers full responsibility to control, permit, and grant or facilitate access to e mails to its employees. The Supplier accepts no responsibility for unauthorized e mails to or use of the Customers' e mail account.

## **9 Changes to the Agreement**

- 9.1 The Agreement may be varied or amended only by the express mutual agreement of both parties. A party seeking to rely on such variation or amendment must produce evidence of the other party's agreement to it.

## **10 Duration & Termination**

- 10.1 This Agreement shall, subject to any provision of earlier termination continue for the longer of (a) A period of 12 months from the date of this Agreement; or (b) once all Simms have reached the Minimum Contract Term. Each SIM will remain connected for the minimum contract period (as detailed in Schedule 1), after which it will be deemed to be contracted on the same terms for the following 12 months, unless notice is provided in writing to terminate the SIM within 30 days prior to the expiry of the minimum contract period.
- 10.2 Either party may terminate this Agreement at any time without penalty:
- 10.2.1 If the other party is in breach of any term of this Agreement, by giving written notice specifying the breach and requiring it to be remedied. With the exclusion of payment terms per Clauses 6.1-6.6, failure to remedy breach within 21 days of notice date, then this Agreement shall end on expiration of the 21-day notice period; or
- 10.2.2 In the case of the Customer, by giving the Supplier 30 days written notice, which shall expire no sooner than expiry of the Minimum Term.
- 10.3 The Customer may also terminate the connection of any SIM Card to the Network at any time before the expiry of the Minimum Contract Term for the SIM Card if payment is made of all charges due at the date of termination in respect of the SIM Card being terminated, together with any Exit Fee as per Schedule 1.
- 10.4 Either party may terminate this Agreement in whole or in part immediately by notice in writing if the other party:
- 10.4.1 ceases to trade; or
- 10.4.2 enters into a composition or voluntary arrangements with its creditors; or
- 10.4.3 has a receiver or administrator appointed over the whole or any part of its business or assets; or?
- 10.4.4 Has a creditor's winding up petition advertised against it in the appropriate Gazette; or passes a resolution to wind up (other than for the purposes of a solvent amalgamation or reconstruction).

If the Supplier terminates this Agreement in accordance with Clause 10.4, such termination shall be subject to the Customer paying the Supplier all amounts due to the date of termination plus any Exit Fee as per Schedule 1. If the Customer fails to settle all amounts due, the Supplier may at its sole discretion, elect to supply the airtime services directly to the Customers' Users on terms and conditions similar to this Agreement, subject to their agreement and a signed contract with the User. The Customer agrees to provide the Supplier with such information and assistance as is reasonably required by the Supplier to enable the smooth transfer of the services from the Customer directly to the User.

- 10.5 If the Supplier has evidence that there has been breach of any of Clauses 7.4.1–7.4.6 inclusive, the Supplier reserves the right to suspend network services with 24 hours notice. In such circumstances, the Supplier shall give the Customer written notice of the said breach and if the Customer fails to correct such breach within 7 days, the Supplier may terminate the connection of that SIM card with immediate effect.
- 10.6 Termination of the Agreement is subject to the Customer paying without delay any monies owed to the Supplier and return of any SIM Cards that have been supplied to the Customer but not connected. After termination, it is the responsibility of the Customer to cancel any direct debits, standing orders, credit card mandates or other authorizations the Customer may have given or periodic payments to be made to the Supplier by third parties.

## **11 SIM Card**

- 11.1 Any SIM Card that the Supplier provides to the Customer remains the property of the Supplier. It is the responsibility of the Customer to protect the SIM card from damage and theft. The Supplier will replace free of charge any SIM Card found to be defective through faulty design or workmanship. In any other circumstances, however, the Supplier may charge for replacement SIM Cards (referred to as SIM Swaps) as set out in Schedule 1.
- 11.2 The Customer must inform the Supplier as soon as reasonably possible if any SIM Card(s) supplied become lost, stolen, damaged or otherwise unaccounted for. The Customer will remain liable for all charges incurred until the SIM card is barred. The Customer must either bar the SIM card via phone or request via email that the Supplier bar specified SIM cards. The Supplier will send a replacement SIM card as soon as reasonably practicable, but reserves the right to make a reasonable charge for doing so.
- 11.3 The SIM Cards supplied under this Agreement work on the Network only – with the exception of SIM Cards which can access Roaming. The software in the SIM card is owned by or licensed to the Supplier and the Supplier grants the Customer a non-exclusive license to use it for accessing the Services as permitted under this Agreement.

## **12 Confidentiality**

- 12.1 Except as allowed under the provision of the GDPR and by law, the parties shall keep confidential any information communicated in confidence or relating to the business affairs of the other party obtained as a result of the relationship under this Agreement. This will include all pricing and financial agreements supplied by the Supplier and all call or other data relating to the Customer's use of SIM Cards. This Clause shall not apply to any information which is required to be disclosed by order of a court, provided that the party whose confidential information is within that information shall be notified of the requirements and is given an opportunity to oppose or restrict such an order.
- 12.2 Each party warrants and undertakes that it will comply with the relevant principles of the GDPR in respect of any personal data that it may process in accordance with this Agreement.
- 12.3 Each party shall indemnify the other and keep the other party indemnified in respect of any claims, proceedings or actions made or brought against it by the Information Commissioner or any data subject arising out of a breach by that party (or any of its employees, agents and sub-contractors) of its warranties and undertakings in this Agreement.
- 12.4 Where applicable, expressions defined in the GDPR and used in this Clause shall have the meanings given to them in the GDPR.

## **13 Exclusion of Third-Party Rights & Assignment of Agreement**

- 13.1 This Agreement is intended to be solely for the benefit of the Customer and the Supplier and their permitted assignees and no third party shall acquire and benefit, claim or rights of any kind pursuant to, under, by or through this Agreement.

13.2 The Customer is permitted to assign this Agreement to any of its group companies with the consent of the Supplier which will not be unreasonably withheld or delayed.

13.3 Subject to Clause 13.2, either party is entitled to assign this Agreement with the written consent of the other party, such consent not to be unreasonably withheld or delayed.

#### **14 Waiver**

14.1 Any waiver by either party of any breach of any of the terms of the Agreement by the other shall not be construed as a waiver of any earlier or later default of a similar nature.

14.2 Except to identify the Supplier as its network supplier, the Customer shall not refer to, display or use the Supplier name, brand or marks in any way that might give any third party the impression that the business of the Customer is connected or associated with the Supplier.

14.3 Should either party wish to use the others name in any marketing or advertising material it must first submit the proposed material to the other party for approval. The other party may refuse to approve such marketing or advertising material and shall be under no obligation to give any reason for explanation for any refusal. If a party does not obtain consent in accordance with this Clause then it will, at the other party's request withdraw, recall and destroy all un-authorized material and advertisements.

#### **15 Liability**

15.1 The Supplier shall not be liable to the Customer in respect of any loss of profit, business, revenue, anticipated savings, goodwill or any loss or corruption of data and/or any indirect or consequential loss or damage arising out of or in connection with this Agreement in contract, tort, delict or otherwise.

15.2 Except as expressly set out in this Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

15.3 The Supplier's total aggregate liability in contract, tort, delict (including negligence or statutory duty) or otherwise arising under or in connection with this Agreement shall be limited to a sum equivalent to the Charges paid by the Customer in the six (6) months period prior to the date of the relevant claim.

15.4 Nothing in this Agreement shall exclude or restrict the liability of either party for death or personal injury resulting from that party's negligence or for liability which cannot otherwise be excluded by law.

15.5 The Supplier does not accept liability for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by the Supplier as their subcontractors or assignees in respect of performing the Supplier's obligations under this Agreement.

15.6 Neither party to this Agreement shall be deemed in default or liable to the other party for any matter whatsoever or for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic and terrorism related events.

#### **16 Severance**

16.1 If any paragraph, part of paragraph or any other provision of this Agreement shall be or become void or unenforceable, the remainder of the Agreement shall remain in full force and effect, and neither party shall be discharged from its remaining obligations hereunder.

**17 Dispute Resolution**

- 17.1 It is the intention of the Supplier and the Customer to settle amicably all differences ("Disputes") by conference and negotiation. Unless the parties agree otherwise in writing, the following procedure shall be followed in respect of any Dispute in relation to this Agreement:
- a) Either party may refer the matter in writing to representatives of the other party, and request that the appropriate representatives and any other appropriate personnel discuss and/or meet and attempt to resolve the Dispute. Should the other party fail to meet and/or resolve the Dispute within 5 working days of referral to them under this Clause 17.1 (or such longer period as is agreed between them in writing), then
  - b) Either party may refer the Dispute in writing to a director of the other party and request that they promptly meet to attempt to resolve the Dispute within a further 5 working days.
- 17.2 if the Supplier and Customer have not resolved the dispute as contemplated by 17.1 within five (5) Working days of expiry of the period set out in Clause 17.1, then the dispute resolution process shall be deemed to have been exhausted in respect of the matter in dispute, and each of the Supplier and the Customer shall be free to pursue the remedies available to them under this agreement or at law.

**18 General**

- 18.1 Notices served in accordance with the Agreement must be posted, emailed or facsimiled. Notices posted will be to the registered address given by the Customer on account application unless the Supplier is notified otherwise in writing. They will be deemed served 48 hours after they are sent, or on earlier proof of delivery. Any waiver, concession or extra time the Supplier may allow the Customer is limited to the specific circumstances in which it is given and does not affect the Supplier's rights in any other way.
- 18.2 This Agreement contains the entire understanding between the parties with respect to its subject matter, supersedes all previous agreements and understanding between the parties, and may only be monitored in writing in accordance with the terms of this Agreement.

**19 Proper Law & Jurisdiction**

- 19.1 This Agreement is governed by and shall be construed in accordance with the laws of the UK and the parties agree to the non-exclusive jurisdiction of the UK Courts.

FOR & ON BEHALF OF  
**Vital Trace UK Ltd**

Date:

## SCHEDULE 1

Schedule 1 forms an integral part of this Agreement and sets out the tariffs and charges.

TARIFF NAME: Vital Trace UK Ltd	
<b>SIM Stock Order Charge*</b>	£ per SIM
<b>Monthly Line Rental (per SIM, per month)</b>	£
<b>Inclusive Megabytes (per SIM, per month)</b>	0
<b>Minimum Contract Term (per SIM)</b>	1 Year rolling contract

CHARGES	
Type of Call:	At All Times
UK 4G/GPRS Data per MB out of bundle	£
UK SMS Standard (MO)	
4G/GPRS EUR & ROW	To Be Agreed
SMS EUR & ROW	To Be Agreed

TARIFF NAME: Vital Trace UK Ltd	
<b>Monthly Line Rental (per SIM, per month)</b>	N/A
<b>Minimum Contract Term (per SIM)</b>	Months

CHARGES	
Type of Call:	At All Times
UK, EUR, ROW 4G/GPRS Data (per MB)	£.00
UK SMS (per SMS)	£.00
UK Voice (per min)	£.00
UK CSD (per min)	£.00
UK HSCSD (per min)	£.00

TARIFF NAME: Vital Trace UK Ltd	
<b>Monthly Line Rental (per SIM, per month)</b>	£.00
<b>Minimum Contract Term (per SIM)</b>	Months

CHARGES	
Type of Call:	At All Times
UK 4G/GPRS Data (per MB)	£0
EUR 4G/GPRS Data (per MB)	£
ROW 4G/GPRS Data (per MB)	£
UK SMS On-Net (per SMS)	p

**Notes:**

\*SIM Stock Charges will be added to the Suppliers next monthly invoice after date of the stock order. The SIM Stock Order Charge is payable for all SIM dispatched to the Customer (e.g. if the Simms are activated or not). All prices are exclusive of VAT E&EO.

GPRS traffic is displayed and billed in K bytes or 10K bytes (1 kilobyte; 1,024 kilobytes = 1 megabytes; 1,024 megabytes = 1 gigabyte).

Roaming traffic out with the UK will be subject to roamed charges over and above the standard tariff charges.

**SCHEDULE 2**

**SERVICE LEVEL**

**DOCUMENTS**



# **SERVICE LEVEL DOCUMENT**

Version: August 2020

Whilst this document is the latest version as at today's date, it is subject to on-going revision as we continue to Enhance Vital Trace UK Ltd services; current version is available via e mail.

This document is intended for reference only purposes and does not form part of the contract.

## **TABLE OF CONTENTS**

### **SECTION**

#### **1 Overview**

#### **2 Scope & Definition of Services**

- 2.1 System Structure
- 2.2 Ownership

#### **3 Building & Operating Quality Services**

- 3.1 Testing
- 3.2 Operating

#### **4 Performance Stability**

- 4.1 Pro-active Monitoring
- 4.2 Cellular Monitoring
- 4.3 Capacity Planning
- 4.4 Security
- 4.5 Disaster Recovery

#### **5 Support**

- 5.1 Outages & Changes - Planned
- 5.2 Outages & Changes - Unplanned
- 5.3 Support During Solution Development
- 5.4 Operational Support
- 5.5 Escalation

## 1 Overview

This document supplies information about the philosophy and design of the Vital Trace UK Ltd APN, and how it has been structured to provide a high level of resilience, redundancy and availability to your services.

It applies to devices operating on Manx Telecom, and Datamobile (hereafter referred to as "Mobile Operators") that are in good coverage with appropriate networking equipment and antenna installations. From time-to-time network coverage can vary and devices may be subjected to unexpected radio interference or capacity issues.

## 2 Scope & Definition of Services

The Vital Trace UK Ltd APN provides IP connectivity services to GPRS and 4G devices. Depending on your specific requirements your devices will have access to either:

- TCP/IP and UDP based Public Internet Access (NAPT)
- Virtual Private APN (Direct connection to your office systems)
- Inbound (to device) HTTP/HTTPS Proxy Server

In addition, several value-added services may be available to device or application servers:

- Network Time Protocol (NNTP)
- Dynamic DNS
- IPSec VPN
- PPTP VPN
- Firewall Access Restrictions
- Guaranteed Bandwidth
- Traffic Prioritisation

This document describes the service and support processes applicable to these features.

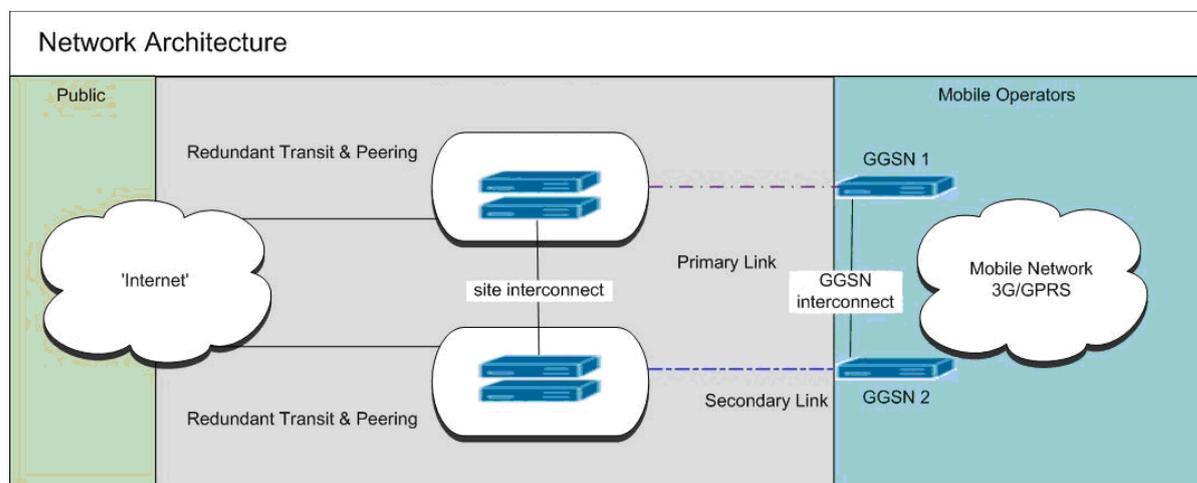
### 2.1 System Structure

The Vital Trace UK Ltd APN has been designed to provide both resilience and redundancy. All core functionality is active at one physically discrete site, in professional data centre's, in London. The site is able to support the full functionality of the Vital Trace UK Ltd APN. Both sites have sufficient capacity to support the peak APN loading.

Vital Trace UK Ltd is the overall solution provider and is responsible for the management and support of the APN. Within the solution there are several different suppliers. Each of these suppliers has a specific remit and is responsible for a defined part of the solution.

In addition, your device and application servers form part of the overall solution. You are responsible for the day-to-day management and operation of these. For any solution to perform as expected, various requirements exist for both ends of your solution. For example, it is necessary for devices to be able to detect errors and reconnect to the Cellular. Both devices and application servers should be protected from unwanted traffic.

The System Ownership diagram below provides a quick summary of the major components in the Vital Trace UK Ltd APN and their specific owners. Many of our first level suppliers also rely on other suppliers for specific functionality, for example Mobile Operators may have site-sharing agreements with each other. In addition, we understand that most of our customers have additional suppliers often for equipment or Internet connectivity.



\*For alternative APN configurations please see Appendix A

## 2.2 Ownership

Vital Trace UK Ltd will act as your point of contact for any queries relating to our core systems, including all Mobile Operator services and network. Whilst Vital Trace UK Ltd will co-ordinate support between our different suppliers, it will be these suppliers who will remain responsible for rectification and any direct management required.

You are responsible for managing and supporting your devices and servers, as well as interacting with any suppliers you have used for building/providing your solution. This will include your ISP and any equipment or software suppliers.

Thereof, Vital Trace UK Ltd responsible only for services under the "Vital Trace UK Ltd" bar in the System Ownership diagram above.

Where there is a gap in responsibility, (for example outages in the peers between your ISP and ours) there is a joint responsibility to resolve any problems that arise. Vital Trace UK Ltd will work with their ISP to identify and report issues with their transit providers. It is expected that you will do the same with your ISP. Vital Trace UK Ltd is unable to provide support for intermediaries or transit peers.

For device issues Vital Trace UK Ltd will work with the Mobile Operator to try and identify the problem. You are, however, responsible for providing support for the equipment - including any communication with your equipment suppliers.

### 3 Building & Operating Quality Services

In order to operate at peak performance and without degradation to the Cellular, it is essential that device follow simple guidelines and testing be conducted prior to live deployment. This will allow you to identify potential issues and ensure that you understand how the solution works in a realistic environment.

#### 3.1 Testing

Vital Trace UK Ltd recommends (at least) the following tests are all conducted using the final network configuration:

- Poor coverage
- Longer Term Real User Testing (i.e., actually installed or deployed as it would be in live)
- Simulated Network Failures

Vital Trace UK Ltd will provide support throughout the testing process. This support includes the ability to capture network traffic for selected subscribers, monitor connection attempts and traffic usage on the Vital Trace UK Ltd APN. In the event that problems are identified, where possible a solution or work around can be developed with you to meet your specific requirements.

#### 3.2 Operating

Vital Trace UK Ltd recommends that all devices on our network are configured to cause the least disruption to the Cellular as possible.

Vital Trace UK Ltd would ask that the following guidelines are followed:

- Devices have a managed retry policy to avoid devices continually trying to reconnect in the event of network issues.
- Devices do not become time synchronized, e.g. all devices report in every hour on the hour. Connection times should be varied within SIM estates.
- Devices can be reset remotely

Please note that these guidelines are important when in a roaming situation.

## 4. Performance Stability

There are many facets to a high performance and stable network infrastructure. This section aims to cover off Vital Trace UK Ltd Communication's approach to providing superior APN services.

### 4.1 Pro-active Monitoring

Vital Trace UK Ltd constantly monitors many different aspects of the Vital Trace UK Ltd APN. This monitoring forms part of our pro-active support service and is used to ensure that all our services are operating.

Specific monitoring points include:

- APN Attach Performance
- Leased Line Capacity
- VPN Loading
- Key CPU metrics for all servers
- IP Address Availability

Vital Trace UK Ltd can optionally monitor connectivity between the Vital Trace UK Ltd infrastructure and your server.

### 4.2 Cellular Monitoring

Vital Trace UK Ltd maintains test devices on each Cellular that the Vital Trace UK Ltd APN runs on, these devices are designed to alert our support personnel of Cellular faults or outages.

### 4.3 Capacity Planning

Vital Trace UK Ltd APN capacity is measured automatically by several different monitoring systems. Trends are observed to ensure that ample capacity is always available for customers, regardless of how many new connections are forecast. In addition, with access to advanced CRM system captures prospects and their capacity requirements so that we can prepare long term capacity forecasts.

### 4.4 Security

The Vital Trace UK Ltd APN is controlled with multiple redundant servers. These are all hardened prior to deployment and maintained to the latest secure versions with access controlled via firewalls and access control list.

All equipment is located within commercial data centers. Each has round-the-clock monitoring by on-site personnel, security barriers, CCTV surveillance and security breach alarms.

Only a limited number of people are able to gain physical access to the Vital Trace UK Ltd APN infrastructure.

In addition, all our partners have stringent security policies.

## **4.5 Disaster Recovery**

### **Vital Trace UK Ltd Systems**

The Vital Trace UK Ltd APN services are distributed in a redundant configuration between data centre's provided by separate ISPs. This ensures that a failure in either one will have no impact on the other site.

For most failure scenarios that require site failover, traffic will be re-routed immediately to the other site. In some situations, it may be necessary for TCP/IP sessions or VPN's to be re-established with the alternative site.

Physical spares for key systems are kept in stock to ensure that faulty equipment can be quickly replaced. This ensures that any degraded operation is kept to a minimum.

### **Customer Systems**

Vital Trace UK Ltd is able to support link redundancy if you have multiple data centre's.

## 5 Support

### 5.1 Outages & Changes - Planned

Vital Trace UK Ltd will inform you of any planned and scheduled outages that may affect your service.

Planned outage's does not include regular day-to-day maintenance activity performed by Vital Trace UK Ltd or any of our suppliers. For example, specific GSM or 4G sites may be removed from service as part of routine maintenance. Planned outages that impact on a sub-system such as a GGSN, or one of our sites and that will have a performance impact for your services will be notified in advance.

Normally outages will be notified 7 weekdays in advance.

Sometimes it is necessary to perform emergency maintenance, for example to replace failing equipment. Vital Trace UK Ltd will endeavor to provide you with as much notice as is possible of emergency maintenance.

If it is expected that an outage may change the way your service will operate, we will communicate with you as far in advance as is possible. If changes to your configuration are required it is essential that you implement any changes as soon as possible. If changes are required by both parties, for example changing an IPsec end point address, we will attempt to schedule these changes at a mutually convenient time.

### 5.2 Outages & Changes - Unplanned

Unplanned outages can occur when a system or component fails and results in reduced service. The Vital Trace UK Ltd APN is designed to be both redundant and resilient. For the majority of components, a hot failover will occur automatically, re-routing traffic through the alternate site. By selecting diverse suppliers for our redundant site, we have greatly reduced the potential for a failure to impact the Vital Trace UK Ltd APN.

The same is true of the Mobile Operators core networks, which have multiple support nodes for each function. The GSM/4G network is highly redundant operating multiple GGSNs (gateway nodes for the packet data network), SGSNs (serving nodes for the packet data network), MSCs (switches) and radio network components. Most core network failovers are transparently handled with no impact on the device beyond minor packet loss. There are some failure modes, for example failure of a GGSN that may result in the device losing its PDP Context and needing to reconnect to the Cellular.

Vital Trace UK Ltd always aims to operate the APN in fully resilient mode. If a degradation of resilience occurs it is considered a high priority fault and will be rectified as quickly as possible.

Regardless of how carefully designed a system is there may still be situations that result in unplanned outages.

### 5.3 Support During Solution Development

Issues related to support while you are developing your application should be addressed to the trouble shooting system:

Method	Details
Email	support@vitaltrace.com
Telephone	ask for Support

Unless arranged in advance, support during development is only available during normal office hours, Monday – Friday 9am – 5:30pm.

### 5.4 Operational Support

#### **Billing**

Billing queries and any questions about commercial arrangements will be answered during normal business hours, Monday – Friday 9am – 5:30pm.

Method	Details
Email	billing@vitaltrace.com
Telephone	ask for Support

If you need assistance, or would like to discuss the provisioning or management of your subscribers please contact the office during normal business hours, Monday – Friday 9am – 5:30pm.

#### **Communication Problems**

Issues with devices connecting to the APN can be reported via telephone or email. It is recommended that issues are raised via email as this enables you to provide more comprehensive details of the problem.

Telephone support is available during office hours, Monday – Friday 9am – 5:30pm. Tickets may be raised using email at any time and should be used for all out of hours support requests.

Method	Details
Email	support@vitaltrace.com
Telephone	ask for Support

General out of hours support is handled on a best endeavor's basis. For emergency out of hours support please use email below.

Method	Details
Email	Emergency@vitaltrace.com.com

**Reporting Problems**

Some basic information will always be required to quickly and efficiently resolve any problems you may have. Vital Trace UK Ltd will be unable to investigate until all the required information has been provided.

**Identifying Devices & Locations**

Please ensure that you provide a list of the phone numbers of the devices, and if possible, the post code that they are located in. If all of your devices are not operating correctly please indicate this.

**Outage Classifications**

The table below will help you establish the type of outage and what level of support Vital Trace UK Ltd will endeavor to provide.

Category	Description	Classification
Complete Outage	No communication over the APN is possible for any device, regardless of the traffic source or destination.	Critical
Geographic Outage	Devices in a specific region are unable to communicate or attach to the APN. This could occur due to coverage issues, problems with the Mobile Operator core network or because of underlying network problems.	General
Intermittent Problems	Occasional problems with attaching to the APN or passing traffic across the APN that are not related to the physical location of a device.	General
Degraded Service	A component within the core network is not operating as designed. Services continue to operate but there is reduced resilience.	General

In addition, it is important to define how many devices are impacted by any outage:

Category	Description	Classification
New Device	A new device, or devices, that are having problems connecting or communicating. These devices have never connected to the network properly.	General
Existing Device	A single device that has worked correctly but is no longer operating.	General
Increasing Number of Devices (Geographic)	More devices that were working in a particular geographic area are failing as time passes	General
All Devices (Geographic)	A problem that is impacting all of your devices in a particular geographic area.	
Increasing Number of Devices (Non-Geographic)	More devices that were working are failing as time passes	Critical
	A problem that is impacting all of your devices.	Critical

**Problem Description**

A concise description of the problem will ensure that you receive the correct support. After summarizing the problem please provide further information such as:

- What server the device is trying to access (or is trying to access the device).
- The last time you know that the device successfully communicated.
- Information about any changes in your software or network configurations.
- An overview of the device and server describing what should happen when it is the device is functioning.
- Basic information about the device and server (unless this was already provided as part of deploying your service on the Vital Trace UK Ltd APN).

**Contact Details**

The email address, name and telephone number for a person who is able to provide more information on the problem. It may also be useful to provide information on when it is or is not suitable to make contact.

**Time to Fix**

We will do our best to identify the problem and a potential solution within 24 hours of receipt of such notification.

For issues relating to an outage for a previously working solution, Vital Trace UK Ltd will endeavor to fix this within this timescale also.

For problems with systems outside of our direct control we will engage with the appropriate third parties. Depending on the type of outage the third party may not be able to commit the resources or prioritise outside of working hours. In these situations, or if an issue has not been satisfactorily resolved, we will escalate as required to obtain how long it will take to resolve the problem.

Typically, third parties referred to here, would include backbone service providers, such as Tier 1 Network Operator or Internet Services Provider.

In many situations problem resolution will require further investigation with you. Please supply contact details of individuals who can assist with troubleshooting.

Issues of a non-critical nature, or related to development issues will be resolved during normal working hours and working week, Monday – Friday 9am – 5:30pm.

Critical issues will continue to be worked on out with normal working hours, including weekends and bank holidays. Where a critical issue arises outside normal working hours, you should first raise a trouble ticket via email and then contact one of Vital Trace UK Ltd directors and/or lead technical personnel.

## 5.5 Escalation

If at any point you feel that any issue has not been resolved to your satisfaction please raise this to:

Name: K Stevens  
Director  
Vital Trace UK Ltd  
Hallmark House  
Downham Road  
Ramsden Heath  
Billericay  
Essex  
CM11 1PU  
UK

Tel: 07800494914  
Email: kevin@vitaltrace.com

## Appendix A – Alternative APN Configurations

VITAL TRACE UK LTD run slightly modified APN configuration for the following Cellular:

- Manx
- Datamobile

These networks differ from the standard Vital Trace UK Ltd APN connection by utilizing a IPSEC connectivity to one of our POPs from the Cellular rather than fixed line connectivity.

We are continuously reviewing these networks connectivity options in order to best service our Customers.