

# NETWORK SERVICE AGREEMENT

## 1. CUSTOMER DETAILS

|  |   |                          |                          |                          |         |                          |                |  |
|--|---|--------------------------|--------------------------|--------------------------|---------|--------------------------|----------------|--|
| New Customer                           | <input type="checkbox"/>                              | Existing Customer        | <input type="checkbox"/> | Customer Number          |         |                          |                |  |
| Business Type:                         | Sole Trader   | <input type="checkbox"/> | Partnership              | <input type="checkbox"/> | Company | <input type="checkbox"/> | Company Number |  |
| Legal Entity:                          |   |                          |                          |                          |         |                          |                |  |
| Trading Name, if different from above: |   |                          |                          |                          |         |                          |                |  |
| Telephone No. ( )                      |   |                          |                          | Facsimile No. ( )        |         |                          |                |  |
| Contact Name:                          |   |                          |                          | Position in Company:     |         |                          |                |  |
| Billing Address:                       |   |                          |                          | Street Address:          |         |                          |                |  |
| Nature of Business:                    |   |                          |                          |                          |         |                          |                |  |
| Billing Method:                        | Direct Debit (Please complete Direct Debit authority) | <input type="checkbox"/> | Monthly Account          | <input type="checkbox"/> |         |                          |                |  |

## 2. AGREEMENT

|   |                          |                      |                          |                         |   |   |                      |                       |                      |                      |                      |                       |  |
|---|--------------------------|----------------------|--------------------------|-------------------------|---|---|----------------------|-----------------------|----------------------|----------------------|----------------------|-----------------------|--|
| Network (Specify):  |                          |                      |                          |                         |   |   |                      |                       |                      |                      |                      |                       |  |
| Potential Fleet Size:   |                          |                      |                          | Units:                  |   |   |                      |                       |                      |                      |                      |                       |  |
| Coverage Plan:  | <b>TRUNKING</b>          |                      |                          | <b>COMMENTS</b>         |   |   |                      |                       |                      |                      |                      |                       |  |
| No. of Units:   | <input type="text"/>     | <input type="text"/> | <input type="text"/>     | <input type="text"/>    | <input type="text"/>                                      | <input type="text"/>                      |                      |                       |                      |                      |                      |                       |  |
| No. of Groups:  | <input type="text"/>     | <input type="text"/> | <input type="text"/>     | <input type="text"/>    | <input type="text"/>                                      | <input type="text"/>                      |                      |                       |                      |                      |                      |                       |  |
| Coverage Rates:   | <input type="text"/>     | <input type="text"/> | <input type="text"/>     | <input type="text"/>    | <input type="text"/>                                      | <input type="text"/>                      |                      |                       |                      |                      |                      |                       |  |
| GPS Tracking:   |                          |                      |                          | GPS Software (specify): |   |   |                      |                       |                      |                      |                      |                       |  |
| Man Down  | <input type="checkbox"/> | / Lone Worker        | <input type="checkbox"/> | and Emergency           | <input type="checkbox"/>                                  | Reports to: (Individual/Group/Interfleet) |                      |                       |                      |                      |                      |                       |  |
| This Agreement is binding on execution by you (but Alcom Connect may terminate it by written notice to you within 5 working days after it is delivered to Alcom Connect). |                          |                      |                          |                         |   |   |                      |                       |                      |                      |                      |                       |  |
| The initial term commences on   | <input type="text"/>     | <input type="text"/> | <input type="text"/>     | <input type="text"/>    | (the "Billing Commencement Date" and continues for months | <input type="text"/>                      | <input type="text"/> |                       |                      |                      |                      |                       |  |
| Alcom Connect's Standard Terms for Network Services which are set out on the back are part of this agreement. Please note that connection and disconnection fees apply.   |                          |                      |                          |                         |   |   |                      |                       |                      |                      |                      |                       |  |
| Customer Signature:   |                          |                      |                          | Date:                   |   |   |                      |                       |                      |                      |                      |                       |  |
| (Authorised Signature)  |                          |                      |                          |                         |   |   |                      |                       |                      |                      |                      |                       |  |
| Name (print):   |                          |                      |                          | Position:               |   |   |                      |                       |                      |                      |                      |                       |  |
| Alcom Connect or authorised Alcom Connect Dealer  |                          |                      |                          |                         |   |   |                      |                       |                      |                      |                      |                       |  |
| Signature:  |                          |                      |                          | Date:                   |   |   |                      |                       |                      |                      |                      |                       |  |
| OFFICE USE ONLY   | Date Received:           |                      |                          |                         | Credit Approval:  |   |                      | Processes by (print): |                      |                      |                      |                       |  |
| OFFICE USE ONLY   | PREFIX                   | <input type="text"/> | <input type="text"/>     | <input type="text"/>    | FIN   | <input type="text"/>                      | <input type="text"/> | GIFN                  | <input type="text"/> | <input type="text"/> | <input type="text"/> | Processes by (print): |  |



## ALCOM CONNECT LIMITED STANDARD TERMS FOR NETWORK SERVICE

NSA

| 1. THE AGREEMENT                          |   |
|---|---|
| 1.1                                       | The terms set out below apply to the provision of mobile communications to the Customer ("you") by ("Alcom Connect") except to the extent they have been specifically amended on the face of this Agreement.  |
| 1.2                                       | This Agreement is binding on execution by you PROVIDED THAT Alcom Connect may in its sole discretion terminate this Agreement by notice in writing to you within 5 working days after it is delivered to Alcom Connect.   |
| 1.3                                       | Subject to clause 11, this Agreement commences on the Billing Commencement Date noted, Part 2 of this Agreement (or in the associated Fleet Addition Form).   |
| 1.4                                       | You acknowledge that you are liable to pay the Charges for the Services on and from the Billing Commencement Date whether or not the Equipment is installed by that date. Making your vehicle available in a timely manner so that Equipment can be installed is your responsibility.   |
| 1.5                                       | Alcom Connect may vary this Agreement from time to time by notice in writing to you and any such amendment shall be binding upon receipt by you or any later date stated in the notice.   |
| 2. THE NETWORK SERVICES                   |   |
| 2.1                                       | Alcom Connect will provide you with radio communication services for the radios connected to the applicable network in accordance with this Agreement and the service offering applicable to that network from time to time ("the Service").  |
| 2.2                                       | Alcom Connect retains the right to vary (and reduce) the terms, availability and location of the Service.   |
| 2.3                                       | Any change to the number of connections will be effective only if it is contained in a written Fleet Addition Form or other document signed by you and accepted by Alcom Connect in writing.  |
| 2.4                                       | Alcom Connect will use reasonable efforts to provide a reliable and high quality Service but it cannot guarantee to provide a fully functioning Service at all times and:   |
| a.  | There will be times when, and places within the coverage area where, the Service is not available; and  |
| b.  | Alcom Connect may interrupt the Service so that it can maintain, repair, and upgrade any aspect of the Service including any part of Alcom Connect's network.   |
| 2.5                                       | You must not use any equipment (including modifications) which has not been approved by Alcom Connect and, if you do, Alcom Connect may, without notice to you, discontinue the Service to that equipment.  |
| 3. THE CHARGERS                           |   |
| 3.1                                       | You must pay the full amount of all charges at the rate or rates specified for the Service in the applicable Alcom Connect pricing documents as in effect from time to time ("the Charges") except to the extent any of the Charges have been specifically amended on the face of this Agreement in which case that becomes the applicable Charge.  |
| 3.2                                       | Alcom Connect may amend the Charges at any time by giving one month's notice in writing to you.   |
| 3.3                                       | Any work which Alcom Connect undertakes at your request which is outside the Service will be paid for by you at Alcom Connect's current rate.   |
| 3.4                                       | Goods and services tax is not included in the Charges and is payable by you in addition to the Charges.   |
| 4. COVERAGE CHARGE AND DISCONNECTION FEES |   |
| 4.1                                       | You must pay the applicable coverage Charge for each connection for the entire Term.  |
| 4.2                                       | If you stop using the Service before the end of the Term in respect of any or all connections for any reason (including termination by Alcom Connect pursuant to clause 6.3), then you must pay a disconnection fee equal to the balance of the coverage Charge due under this Agreement had the connections remained in place for the entire Term.   |
| 5. PAYMENT                                |   |
| 5.1                                       | You must pay, without deduction or set off of any kind, the Charges for the Services by the 20th of the month following the date of each invoice ("the Due Date").  |
| 5.2                                       | If you do not pay all of the Charges by the Due Date, you must pay:   |
| a.  | Default interest on all sums owing for the period from the Due Date to and including the Date the Charges are paid. The Default interest rate will be 2% per annum above the rate charged by Alcom Connect's bankers for unsecured overdraft facilities as at the Due Date, and.  |
| b.  | Alcom Connect's legal and other fees and expenses (including costs on a solicitor own client basis) incurred in respect of the recovery of any overdue Charges.   |
| 5.3                                       | If any sum payable by you remains unpaid for 14 days after the Due Date, Alcom Connect may discontinue the Service without giving notice to you. Discontinuance of the Service will not:  |
| a.  | Relieve you from having to pay any sum due and owing to Alcom Connect;  |
| b.  | Relieve you of your obligation pursuant to Clause 4.2 to pay the coverage Charges for the Service to the end of the Term; or  |
| c.  | Restrict any other right or remedy of Alcom Connect.  |
| 5.4                                       | All payments shall be made to Alcom Connect's nominated bank account as specified by Alcom Connect from time to time.   |
| 5.5                                       | Alcom Connect shall use its best endeavours to resolve any dispute it may have with you concerning the Charges within 60 days of being advised by you that there is a dispute. You must make payment of all amounts which are not disputed in good faith by the Due Date.   |
| 6. TERM AND TERMINATION                   |   |
| 6.1                                       | The Term of this Agreement is the term specified in Part 2 of this Agreement unless extended by agreement in writing by you and by Alcom Connect (in which case reference to the "Term" includes any extended term).  |
| 6.2                                       | If the Term is:   |
| a.  | Monthly, this Agreement will continue from month to month until it is terminated by either party on one month's notice in writing to the other; and   |
| b.  | For a specified period this Agreement will terminate at the end of the period. However, if you continue to use the Service after the end of the Term, the Term will continue on a monthly basis at the Charges then currently in effect for monthly contracts.  |
| 6.3                                       | Alcom Connect may terminate this Agreement if you:  |
| a.  | Breach any clause of this Agreement in any way and do not remedy that breach within 14 days of receiving notice from Alcom Connect requiring you to remedy the breach;  |
| b.  | Breach clause 11.1; or  |
| c.  | Enter into a composition with your creditors, become insolvent within the meaning of the Insolvency Act 1967, or fail to satisfy the solvency test within the meaning of the Companies Act 1993, are declared bankrupt, go into liquidation, or a receiver, or a receiver and manager, administration or statutory manager is appointed in respect of you or if any event analogous in nature has occurred. |
| 6.4                                       | On termination of this Agreement, you must pay to Alcom Connect the total of the following amounts:   |
| a.  | all amounts owing at the time of termination plus any interest payable under clause 5.2; and  |
| b.  | any disconnection fees payable pursuant to clause 4.2 (you acknowledge that this recovery is in respect of Alcom Connect's actual losses and does not amount to a penalty).   |

INITIALS

| 7. NOTICES   |   |
|--|---|
| 7.1  | A notice shall be deemed to have been validly given if it is in writing (which includes facsimile and e-mail) and is sent to the relevant party at any address, facsimile number or e-mail listed in this Agreement, or subsequently notified by either party to the other in writing and shall be deemed to have been duly given or made:  |
| a.   | If by mail, on the second working day after being posted by mail correctly addressed and stamped.   |
| b.   | If by hand, on personal delivery to the recipient or to such address; and   |
| c.   | If by facsimile or e-mail, when transmitted to the correct number or address with no indication of incomplete transmission to such address, PROVIDED THAT if a notice is given by hand, facsimile or e-mail after 5PM on a working day or on a day which is not a working day it shall be deemed to have been received at 9AM on the next following working day.  |
| 7.2  | A notice sent by e-mail from a party's e-mail domain that states on its face that it is from a particular person shall be "signed" by that person for the purposes of this Agreement.   |
| 8. CONSUMER GUARANTEES ACT                                       |   |
| 8.1  | You acknowledge that:   |
| a.   | You are acquiring, or holding yourself out as acquiring, the Services for the purpose of a business; and  |
| b.   | The provisions of the Consumer Guarantees Act 1993 do not apply to this Agreement.  |
| 9. NO REPRESENTATIONS AND WARRANTIES                             |   |
| 9.1  | Alcom Connect shall not be bound by any representation, warranty, description or condition as to suitability, fitness or otherwise (whether express or implied) except as stated in these Terms or as stated in writing by an authorised officer of Alcom Connect.  |
| 9.2  | No dealer, agent, representative or employee is authorised to make any such representations, warranties, descriptions or conditions unless they are in writing and signed by authorised officer of Alcom Connect.   |
| 9.3  | You acknowledge that you are relying on your own assessment of the Service and coverage to be provided.   |
| 10. LIMITS OF LIABILITY  |   |
| 10.1   | Alcom Connect will attempt to remedy any fault in the Service reported by you as soon as reasonably possible.   |
| 10.2   | Subject to the provisions of this Clause 10, Alcom Connect will give a credit to you for a period (if any) during which the Service did not function due to a fault for which Alcom Connect is responsible. The credit will be equal to the coverage Charge applicable in relation to the affected Service for the period beginning at the time you notify the fault to Alcom Connect until the Service is restored.  |
| 10.3   | No claim may be made by you against Alcom Connect of any kind or nature unless you notify Alcom Connect in writing within 30 days of the date on which the claim first arises.  |
| 10.4   | Except as provided in this Clause 10, Alcom Connect will not be liable to you in any way whatever and however arising (whether in contract, tort, or otherwise, and whether for direct, indirect, consequential or any other type of loss (including loss of profits, claims against you by third parties, and any type of loss or damage resulting from failure of the Service)). This limitation also applies to the representations, warranties, descriptions or conditions referred to in Clause 9. |
| 10.5   | In all circumstances of whatever nature and however arising, Alcom Connect's maximum liability to you (including for a credit) will not exceed \$200 for each event or series of related events, and will not exceed \$500 in any calendar year irrespective of the number of events.   |
| 10.6   | Alcom Connect has agreements with other network operators ("Network Operators"). You agree that these Network Operators (and their officers, employees, agents and contractors) are not liable to you in relation to the services they provide to, and in relation to, Alcom Connect, for any claims of any type whatever (including for direct, indirect or consequential loss), no matter how those claims arise.   |
| 11. ABUSE OF SERVICE   |   |
| 11.1   | You may not use nor permit anyone else to use the Service for any unlawful purpose or in a manner which interferes with the provision of service to third parties.  |
| 11.2   | Alcom Connect may, by notice in writing, terminate the Service if it reasonably believes you have breached Clause 11.1.   |
| 11.3   | You hereby indemnify Alcom Connect (and the providers of services to Alcom Connect) from and against any loss, cost (including costs on a solicitor own client basis) or expense arising from or out of any claims that may be brought against any of them in respect of the use of the Service by anyone, whether or not they were authorised by you.  |
| 12. RADIO NUMBERS & RADIO FREQUENCIES                            |   |
| 12.1   | Alcom Connect retains ownership of the radio numbers and radio frequencies allocated to you and reserves the right to change them (but will use reasonable efforts to avoid making a change).   |
| 12.2   | In accordance with Clause 13 (2) of the Radio communications Regulations 2001, you agree to comply with all terms, conditions and restrictions that apply to Alcom Connect's radio licence as though you were the licensee.   |
| 13. FORCE MAJEURE AND DELAY OR REDUCTION IN PROVISION OF SERVICE |   |
| 13.1   | Alcom Connect is not in breach of this Agreement and is not liable for any delay or reduction in the Service (or inability to provide the Service) caused by the following:   |
| a.   | force majeure (including fire, earthquake and adverse weather conditions);  |
| b.   | late delivery of equipment or materials to Alcom Connect for reasons beyond the control of Alcom Connect;   |
| c.   | industrial or legal action which obstructs or prevents continuation of the Service;   |
| d.   | Operational and technical difficulties such as radio interference, atmospheric conditions, network conditions, maintenance, outages, and obstructions to a signal path beyond the control of Alcom Connect.   |
| e.   | Alcom Connect's agreements and licences which enable it to operate its network being ended or suspended; or   |
| 14. CUSTOMER INFORMATION   |   |
| 14.1   | You authorise Alcom Connect to:   |
| a.   | collect and store information about you from you or from any other person;  |
| b.   | use any information it holds about you; and   |
| c.   | disclose information about you to any person, in each case in the course of Alcom Connect's business, including credit assessment, debt collection, direct marketing and for assessing customer satisfaction.   |
| 15. ASSIGNMENT   |   |
| 15.1   | You cannot transfer or assign your benefits and obligations under this Agreement without the prior written permission of Alcom Connect which will not unreasonably be withheld.   |
| 15.2   | Alcom Connect may assign its benefits and obligations under this Agreement to any other party.  |
| 16. VARYING THIS AGREEMENT                                       |   |
| 16.1   | This Agreement cannot be varied except by an agreement in writing signed by you and by an authorised officer of Alcom Connect.  |
| 17. ENTIRE AGREEMENT   |   |
| 17.1   | Alcom Connect, comprises the entire agreement between us in relation to the Services and no earlier agreement, whether oral or written, in relation to any matter dealt with in this Agreement will have any effect.  |