PELION CONNECTIVITY MANAGEMENT TERMS OF SERVICE

1.	AGREEMENT

1.1 The Agreement applies to the provision of the Connectivity Solution 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, Resale Terms (if applicable), Security Measures, and Pelion Connectivity Management Service Support Program identified in the Order Form.

2.	PROVISION OF THE CONNECTIVITY SOLUTION

Provision of SIM Cards and Connectivity Solution

2.1 Once an Order Form has been fully executed by both parties, Arm will:

   a. deliver to the Customer (to the address specified in the Order Form, at the Customer's cost) the number of SIM Cards specified in the Order Form (if any); and
   b. enable Customer to access the Pelion Connectivity Management Portal using Login Credentials.

Thereafter Customer will be able to Activate the SIM Cards and SIM Profiles to access and use the Connectivity during the Subscription Term pursuant to Clause 3. Customer will also be able to use the Pelion Connectivity Management Portal to order SIM Cards (which will be delivered by Arm following Arm's acceptance of Customer's order).

Changes to the Service, Documentation, and other Terms

2.2 Arm may update the Service, Documentation, Pelion Connectivity Management Service Support Program, Security Measures and Acceptable Use Policy as it determines necessary to keep up to date with technology developments relevant to the Service and security practices or to add new features and Arm shall notify Customer in accordance with Clause 2.4. Arm will use reasonable efforts to limit the frequency of any such changes affecting the operation of the Service. Arm shall be entitled to amend the Provider Specific Terms to align with any change in Arm's agreement with the relevant Connectivity Provider, provided that Arm will provide Customer with as much notice of the change as is reasonably possible in the circumstances and any such change will apply to the majority of Arm's customers who utilize Connectivity provided by the relevant Connectivity Provider. In addition to the foregoing, Arm shall be entitled to amend these Pelion Connectivity Management Terms of Service at any point in time on giving Customer ninety (90) days' written notice, provided that (i) no such change shall take effect until after the expiry of the Initial Term; and (ii) where such amendment is likely to be of material detriment to Customer; Customer shall be entitled to terminate this Agreement (without liability to pay any additional Fees pursuant to Clauses 7.4 and 7.5 by giving Arm written notice not less than thirty (30) days prior to the amendment taking effect.

Changes to Pelion Connectivity Management APIs

2.3 Arm may change, discontinue or restrict Pelion Connectivity Management APIs for the Service from time to time. Arm will use commercially reasonable efforts to continue supporting the previous major release of such Pelion Connectivity Management APIs for twelve (12) months after new major release has been notified to Customer in accordance with Clause 2.4, except if doing so: (a) would pose a security issue or infringe a third party's Intellectual Property rights, (b) is economically or technically burdensome, or (c) would cause Arm to breach the law. For the purposes of this Clause 2.3, a "major release" is a new version of the Pelion Connectivity Management API that contains significant new features and/or functionality and does not mean bug fixes, patches, maintenance releases or modifications of a minor nature for the Pelion Connectivity Management API. A new major release is identified by a different sub-heading number (e.g. 5.4 and 5.5 are separate major releases).

Notification of changes to the Service, Pelion Connectivity Management APIs and Documentation

2.4 Arm will post notice of all changes to the Service, Pelion Connectivity Management APIs, Documentation, Pelion Connectivity Management Service Support Program, Security Measures and Acceptable Use Policy (made in accordance with Clause 2.2 or 2.3 above) on the Pelion Connectivity Management Site or the Pelion Connectivity Management Portal, and for any changes that Arm thinks are material, Arm will use reasonable efforts to notify the designated contact in Customer's Account by email. Except for emergency changes required to protect the Service, customers or third parties, all changes will take effect within thirty (30) days from the date Arm posts the notices of such changes on the Pelion Connectivity Management Site or the Pelion Connectivity Management Portal. Customer's continued use of the Service is deemed to be

acceptance of such changes. Customer acknowledges and agrees that it is Customer's responsibility to check the Pelion Connectivity Management Site and the Pelion Connectivity Management Portal periodically for any relevant notice of changes.

Proof of Concept

2.5 From time to time, Arm may offer access to the Connectivity Solution (or portions thereof) through a trial period, pilot, or proof of concept ("**Proof of Concept**"), as Arm 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 Connectivity Solution provided by Arm to Customer as a Proof of Concept. Customer understands and acknowledges that the Connectivity Solution provided under any Proof of Concept may be significantly limited in storage and concurrent processing capacity and as such shall not be used to support a production or live solution. Any access or use of the 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.

3. CONNECTIVITY

Provider Specific Terms

3.1 Customer is aware and agrees that Arm uses the services of Connectivity Providers in order to provide the Connectivity. Customer shall comply with the relevant Provider Specific Terms when using the Connectivity. For the avoidance of doubt, Customer does not have a direct contractual relationship with the Connectivity Provider and Customer agrees not to bring any claims against the Connectivity Provider(s) in relation to this Agreement or the Connectivity.

Activating SIM Cards and SIM Profiles

3.2 Unless otherwise agreed between the parties, the SIM Cards provided by Arm under an Order Form will not be Activated when they are provided by Arm. It will be Customer's responsibility to Activate those SIM Cards and SIM Profiles through the Pelion Connectivity Management Portal. Where Customer requests and Arm agrees to provide SIM Cards which have already been Activated, Arm shall Activate such SIM Cards prior to dispatching such SIM Cards to Customer and Customer shall be responsible for all Fees associated with the use of such Active SIM Cards from the point of dispatch.

Minimum Activation Period

3.3 Customer acknowledges that, once Activated, each SIM Card and SIM Profile should remain Activated for the Minimum Activation Period specified in the Order Form. In the event that Customer Deactivates any SIM Card or SIM Profile prior to the expiry of the Minimum Activation Period, Arm shall be entitled to invoice the Customer for applicable Fees which would be payable in respect of each such SIM Card or SIM Profile for the remainder of the Minimum Activation Period.

No Access to Emergency Services, no Voice Calling

3.4 The Connectivity provided allows the transfer of data from Devices but does not allow for voice calling or provide the ability to access emergency services or emergency services providers, including the police, fire departments, or ambulance services, or otherwise call any emergency services telephone numbers. Customer shall ensure that any End Customer and all End Users are aware of this limitation and have alternative means of contacting the relevant emergency services providers.

Roaming

3.5 The Connectivity is provided within the Coverage Area, and may include Roaming.

3.6 When a Device is Roaming, Customer is responsible for all additional Fees applicable to Roaming, and Customer is subject to the terms and conditions of service (including limitations of liability) imposed by the service provider providing the network on which Customer is Roaming.

3.7 Customer shall not allow Devices to Roam outside the Coverage Area in excess of any limits specified in the relevant Provider Specific Terms or the Order Form.

Connectivity Quality

3.8 Customer agrees that, as the Connectivity is delivered by radio waves and is subject to factors and circumstances that cannot reasonably be controlled (including environmental conditions, network capacity and equipment limitations, emergency and public safety requirements), the Connectivity is provided on an "as is" and "as available" basis. Use of the Connectivity by Customer, End Customer and End Users are at their respective sole risk. Arm does not guarantee timely, secure, error-free or uninterrupted Connectivity or receipt of material or messages transmitted over or through any Connectivity Provider's network or the networks of other companies or through the internet. The Connectivity may fail or be interrupted for reasons

including environmental conditions, technical limitations, defects or failures, limitations of the systems of other telecommunications companies, emergency or public safety requirements, or causes beyond Arm's or the Connectivity Partners' reasonable control.

Lost Devices or SIM Cards

3.9   In the event a Device or SIM Card is lost, damaged or stolen, Customer should promptly Deactivate or suspend the relevant SIM Card or SIM Profile using the Pelion Connectivity Management Portal. Customer will remain liable for all Fees incurred in relation to the SIM Card or SIM Profile in these circumstances.

3.10   Customer shall, and will ensure Customer End Users shall, only use Devices that are compatible with the Connectivity. Devices and software used by Customer and Customer End Users in conjunction with the Connectivity have to meet the Connectivity Provider's standards and be maintained in certain ways in certain locations in order to access the Connectivity or for the proper operation of the Connectivity. Such standards may change from time to time at the Connectivity Provider's sole discretion. Unless otherwise advised by Arm, the Customer is solely responsible for updating and maintaining Devices and any software used by Customer in conjunction with the Connectivity as necessary to meet applicable industry standards.

4.	**USE OF THE SERVICE, DATA AND RESALE**

4.1   Customer will ensure that Customer's, End Customer's and End Users' use of the Connectivity Solution and any Customer Data does not breach the Terms of Service or the Provider Specific Terms, or any applicable law or regulation (including applicable Data Protection Legislation when using the Connectivity Solution). For the avoidance of doubt, as between the Customer and Arm, the Customer is solely responsible for compliance with any applicable law and regulation related to the manner in which Customer, End Customer or End Users use the Connectivity Solution, including without limitation the storage, transfer and processing of Customer Data, and the location(s) where such processing occurs.

4.2   Customer shall not use the Connectivity Solution to process (including collecting, recording, transmitting, disseminating or otherwise making available), special categories of personal data (as those terms are defined in the General Data Protection Regulation), including personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person), data concerning health or data concerning a natural person's sex life or sexual orientation.

End Customers and End Users

4.3   Customer is responsible for End Customer's and End Users' use of Customer Data and the Connectivity Solution. Customer will ensure that all End Customers and End Users comply with Customer's obligations under the Agreement and that the terms of Customer's agreement with each End Customer and End User are consistent with the Agreement. If Arm or Customer becomes aware of any breach of Customer's obligations under the Agreement caused by an End Customer or End User, Arm may, or Customer will (as applicable), immediately suspend access to the Customer Data and Connectivity Solution by such End Customer or End User (as applicable). Customer is responsible for acts and omissions of its End Customers and End Users relating to the Agreement as though they were Customer's own and Customer shall defend, indemnify and hold harmless Arm pursuant to Clause 13 for such acts and omissions.

Customer Solution

4.4   Customer will ensure that the Customer Solution at all times complies with the requirements of this Agreement, all applicable laws and all additional policies, rules or guidelines published by Arm, and by the requirements of the relevant Connectivity Provider (including the Provider Specific Terms).

4.5   Customer shall not, and will ensure that End Customers and End Users shall not, use the Connectivity Solution (or any part thereof) or the Customer Solution, directly or indirectly, in connection with any applications or circumstances for which the failure of the Connectivity Solution or the Customer Solution could result in the sickness, bodily injury, personal injury or death of any individual or in severe physical or environmental damage or that could create risk to public safety. Without limiting the foregoing, Customer shall not, and will ensure that End Customers and End Users shall not, use the Connectivity Solution or the Customer Solution in connection with nuclear facilities, life support machines, air traffic control systems and aircraft navigation and communications systems.

Personal Data, Location Data, and Connectivity Data

4.6   Arm processes Personal Data, Device Data (only when providing the SMS Value Added Service), Location Data and Connectivity Data in accordance with the privacy policy available at https://www.arm.com/company/policies/privacy. Customer shall ensure that any End Customer and End

Users are appropriately informed of such data processing. Except as provided in this Clause 4.6, Arm does not process any Device Data.

4.7 Arm will not: (a) sell Personal Data; (b) retain, use or disclose the Personal Data for any purpose other than for the specific purpose of providing the Connectivity Solution under this Agreement; (c) retain, use, or disclose the Personal Data for a commercial purpose other than providing the Connectivity Solution; and (d) retain, use or disclose the Personal Data outside of the direct business relationship between Arm and Customer. Arm certifies that it understands these restrictions and will comply with them. Customer is a "Business" and Arm is a "Service Provider" and not a "Third Party" as defined by the California Consumer Privacy Act ("CCPA") (Cal. Civil Code § 1798.100 *et seq*).

4.8 Arm will provide reasonable assistance to Customer by appropriate technical and organizational measures to assist Customer in the fulfillment of its obligations to respond to individual rights requests, but not limited, access and deletion, as required by applicable laws.

4.9 Customer acknowledges that Arm's provision of the GSM Track Value Added Service will require Arm to gather and process Location Data and/or Connectivity Data in relation to the Devices using that Value Added Service. Customer authorizes Arm to gather and process such Location Data and/or Connectivity Data in order to provide the GSM Track Value Added Services and shall procure that any End Users who are using or otherwise possess the relevant Devices shall authorize Arm to gather and process the Location Data and/or Connectivity Data in this manner.

Resale

4.10 Customer shall only be permitted to Resell the Connectivity Solution when expressly authorized to do so in the Order Form. Where Customer is so authorized, Customer shall Resell the Connectivity Solution in accordance with the Resale Terms.

4.11 Customer shall not represent itself as an agent of Arm for any purpose, nor pledge Arm's credit or give any condition or warranty or make any representation on Arm's behalf or commit Arm to any contracts. Further, Customer shall not without Arm's prior written consent make any promises or guarantees with reference to the Connectivity Solution beyond those contained in this Agreement and the relevant Documentation or otherwise incur any liability on behalf of Arm.

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5. CUSTOMER RESPONSIBILITIES

Customer Account

5.1 Customer is responsible for all activities that occur under Customer's Account (whether by Customer, End Customers or End Users or otherwise and whether authorized or unauthorized) and for maintaining the security of the Login Credentials. The Login Credentials generated by the Service are for Customer's internal use only and Customer will not sell, transfer, or sub-license them to any other entity or person, except that Customer may disclose Customer's Login Credentials to Customer's subcontractors performing work on Customer's behalf. If Customer becomes aware of any unauthorized use of its Account or Login Credentials, Customer will notify Arm as promptly as possible. Except solely to the extent caused by Arm's failure to implement and maintain the Security Measures, Customer is solely responsible for unauthorized access to Customer's Account.

Customer Security

5.2 Customer is responsible for properly configuring, implementing and using the Connectivity Solution and otherwise taking appropriate action to secure and protect Customer Data in a manner that will provide appropriate security and protection, which might include the use of encryption technology to protect Customer Data from unauthorized access. Except with respect to Arm's express obligations set out in the Security Measures, Customer is solely responsible for any damage or losses caused by unauthorized destruction, deletion, corruption, loss, interception, access to or alteration of Customer Data by unauthorized persons.

Customer Solutions, device software and devices

5.3 Customer is solely responsible for the development, implementation, operation, support and maintenance and security of the following used in conjunction with the Connectivity Solution: (a) each Customer Solution; (b) the software used on each Device; and (c) each Device.

Customer's network

5.4 Customer is solely responsible for procuring and maintaining its network connections and telecommunication links from its systems to Arm's or third-party data centers used to provide the Service. Arm disclaims all and

Customer agrees that Arm shall have no liability or responsibility with respect of any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet to connect to the Service.

6.	INTELLECTUAL PROPERTY

Intellectual Property

6.1 Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's Intellectual Property. As between Arm and the Customer, Arm exclusively owns and reserves all Intellectual Property and any other right, title and interest in and to the Connectivity Solution, Documentation, Arm's Confidential Information and all anonymized or aggregated data resulting from use and operation of the Connectivity Solution and that do not identify a natural person as the source of the information. As between Arm and Customer, Customer exclusively owns and reserves all right, title and interest in and to each Customer Solution, Customer Data and Customer's Confidential Information

6.2 Subject to any rights Customer may have under applicable laws, including any right to port a number to another carrier, Customer does not own or have any property rights in any phone number, IP address, domain name or e-mail ID assigned to Customer for use with the Connectivity Solution, and Arm may change such phone numbers, IP addresses, domain names or e-mail IDs without any liability to Customer, by giving prior notice to Customer.

Software for use on or with devices

6.3 In the event that Arm makes available certain software in connection with the Connectivity Solution (via Pelion Connectivity Management Portal, the Pelion Connectivity Management Site or through a web-based hosting service such as GitHub), this software will be licensed to Customer under a separate license agreement, which will either be an open source license or proprietary license. If the software does not include its own license terms, Customer may use the software during relevant Subscription Terms in or with Customer's devices for use with the Connectivity Solution.

Restrictions

6.4 Customer shall not, except to the extent applicable law prohibits such restrictions: (i) reverse engineer, decompile or otherwise attempt to derive source code from the Connectivity Solution; (ii) reproduce, modify, or prepare derivative works of any of the Connectivity Solution or Documentation; (iii) distribute or display any of Connectivity Solution or Documentation other than to End Customers or End Users; or (iv) share, rent or lease the Connectivity Solution. The Customer shall use all reasonable endeavors to prevent unauthorized access to, or use of, the Connectivity Solution, and, in the event of such unauthorized access or use, shall promptly notify Arm. Customer is responsible for ensuring that End Customers and End Users comply with this Clause 6.4.

Third Party Services

6.5 Customer acknowledges that Customer may transfer Customer Data via the Connectivity Solution to a third-party service provider for the use of such third party's services and that Customer does so entirely at its own risk. Arm makes no representation or warranty of any kind in respect of any such third-party's service and shall have no liability whatsoever for the Customer Data while it is being transmitted from the Connectivity Solution to such third party.

6.6 If Arm reasonably believes the Connectivity Solution might infringe a third party's Intellectual Property, then Arm may, at its sole option and expense: (a) procure the right for Customer to continue using the Connectivity Solution; (b) modify the Connectivity Solution to make it non-infringing without materially reducing its functionality; or (c) replace the Connectivity Solution with a non-infringing, functionally equivalent alternative. If Arm determines in its sole discretion that the above is not commercially reasonable, then Arm may suspend or terminate Customer's use of the Connectivity Solution and refund Fees paid in advance by the Customer in respect of any period following such termination.

7.	FEES AND PAYMENT TERMS

Invoicing and payment terms

7.1 Customer will pay Arm the Fees in accordance with the Order Form as shown on Arm's invoice to Customer based on Customer's usage of the Connectivity Solution. In respect of any usage based Fees, Arm will invoice the Customer for all such Fees on a monthly basis, however (as the data required from the Connectivity Provider to calculate such Fees may not be immediately available to Arm) such invoices will not necessarily be issued in the month immediately following the month to which they relate.

7.2 Customer shall pay all Fees in the currency specified in the invoice within thirty (30) days after the invoice date. All amounts payable under the Agreement are non-refundable and shall be made without setoff or counterclaim, and without any deduction or withholding. Arm may charge Customer interest at the lesser of the rate of 1% per month and the maximum amount permitted by law on all late payments.

7.3 Where Customer disputes in good faith whether any amount invoiced is payable to Arm under this Agreement, Customer shall notify Arm of such dispute within thirty (30) days after the invoice date. Customer shall be entitled to withhold such amounts until the dispute is resolved. Customer shall not be entitled to withhold any amounts that are not notified to Arm in accordance with this Clause 7.3.

Minimum Activation Period and Commitment Fees
7.4 Unless expressly stated otherwise in this Agreement, in the event that (i) a SIM Card or SIM Profile is Deactivated before the Minimum Activation Period has expired; or (ii) there are SIM Cards or SIM Profiles which have never been Activated when this Agreement terminates (provided such SIM Cards were provided by Arm pursuant to a Customer request), Arm shall be entitled to invoice Customer for any recurring Fees which would have been payable by Customer in respect of the relevant SIM Card or SIM Profile for unexpired remainder of the Minimum Activation Period.

7.5 In addition to any Fees due under Clause 7.4 above, where Customer fails to achieve any other minimum commitment set out in the Order Form, Arm shall be entitled to invoice Customer for corresponding Minimum Commitment Fees.

Taxes
7.6 The charges for Connectivity Solution provided by Arm 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 Arm under the Agreement becomes subject to any deduction or withholding in respect of or on account of tax, Customer shall pay to Arm such additional sum as may be required in order that the net amount actually received and retained by Arm 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 Arm had no such deduction or withholding been required to be made.

Fee Increases
7.7 Arm shall be entitled to change the Fees at any point in time after the Initial Term, on giving Customer ninety (90) days' written notice, provided that no such change shall take effect until after the expiry of the Initial Term.

7.8 In the event that the charges paid by Arm to the Connectivity Provider in relation to the Connectivity increase at any point during the Subscription Term, Arm shall be entitled to increase the Fees to reflect such increase in the charges paid by Arm, upon 90 days' prior notice to Customer provided that Arm shall not be entitled to increase the Fees more frequently than once per calendar quarter. Customer shall be entitled to Disconnect any SIM Card affected by such increase in Fees prior to such change taking effect without paying amounts to Arm under Clause 7.4 or 7.5.

8. TEMPORARY SUSPENSION

8.1 Arm may suspend Customer's or any End Customer's or End User's ability to access or use any portion or all of the Connectivity Solution, if Arm determines in its sole discretion:

 a. Customer or an End Customer's or End User's use of the Connectivity Solution: (i) poses a security or reputational risk to Arm, the Pelion Connectivity Management Site, the Pelion Connectivity Management Portal, the Connectivity Solution (or any part of it) or any third party, (ii) could adversely impact Arm's systems, the Pelion Connectivity Management Site, the Pelion Connectivity Management Portal, the Connectivity Solution, the services which Arm, its Affiliates or the Connectivity Providers provide to its or their other customers, or the systems or data of a third-party cloud provider or any other Arm customer, (iii) exceed any capacity limits specified in the Order Form, (iv) could subject any entity within the Arm Group, or any third party to liability, (v) could be fraudulent, or (vi) breaches the requirements of the Acceptable Use Policy;
 b. Customer is, or any End Customer or End User is, in breach of the Agreement; or
 c. Customer has ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy,

reorganization, liquidation, dissolution or similar proceeding.

8.2 Arm will endeavor to provide as much notice as is reasonably practicable in the circumstances and revoke any suspension as soon as practicable after the circumstances causing the suspension are resolved.

Effect of Suspension
8.3 If Arm suspends Customer's right to access or use any portion of or all of the Connectivity Solution pursuant to Clause 8.1, Customer will remain responsible for all Fees Customer incurs during the period of suspension.

9. SERVICE SUPPORT

9.1 Subject to payment of the Service Support Fees set out in the Order Form, Arm shall, during the Subscription Term, provide Service Support to Customer in accordance with the Pelion Connectivity Management Service Support Program.

10. TERM; TERMINATION; EXPIRY

Term of this Agreement
10.1 The Agreement will commence on the Effective Date and will continue in effect for the Subscription Term unless terminated or expires in accordance with Clause 10.3, 10.4, 10.5, 10.6, or 10.7 below.

Subscription term and renewal
10.2 Arm will provide the Connectivity Solution to Customer for the Initial Term. Provided that there are Active SIM Cards or SIM Profiles and/or Customer has ordered SIM Cards which have not yet been Activated and subject to Clauses 10.3 to 10.7 below, the Subscription Term shall automatically extend for successive periods equal in length to the Initial Term (each, a "**Renewal Term**").

10.3 Arm shall be entitled to stop this Agreement from extending beyond the Initial Term or the then current Renewal Term by giving not less than 90 days' prior written notice (the "**Expiry Notice**"), provided that in this case:

    a. Customer shall not be entitled to order any additional SIM Cards after the date of the Expiry Notice; and

    b. all Active SIM Cards and Active SIM Profiles will be automatically Deactivated on the expiry of the Initial Term or then current Renewal Term (provided that no Fee will be payable pursuant to Clause 7.4 or 7.5 in respect of any SIM Card or SIM Profile which was Activated prior the date of the Expiry Notice but where the Minimum Activation Period for such SIM Card or SIM Profile has not expired when the relevant SIM Card or SIM Profile is Deactivated pursuant to this Clause 10.3b).

10.4 The Subscription Term shall expire automatically if, after the Initial Term:

    a. there are no Active SIM Cards or Active SIM Profiles; and

    b. the Customer has not ordered from Arm or is not holding any SIM Cards delivered by Arm pursuant this Agreement, which have yet to be Activated.

Termination by Either Party for Cause
10.5 Without prejudice to any other right or remedy which may be available to it, either party shall be entitled to immediately terminate this Agreement by giving written notice to the other, if the other party:

    a. has committed a material breach of any of its obligations under the Agreement which is not capable of remedy; or

    b. has committed a material breach of any of its obligations under the Agreement which is capable of remedy but which has not been remedied within a period of forty-five (45) days following receipt of written notice to do so; or

    c. any circumstances arise which would entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or

    d. makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to an administration order; or

    e. has an order made against it, or passes a resolution, for its winding-up (except for the purposes of amalgamation or reconstruction) or has a receiver or similar officer appointed over all or substantially

all of its property or assets.

Termination by Arm

10.6 Arm may terminate the Agreement (in whole or in part) immediately upon notice to Customer in order to comply with applicable law, including:

    a. if any license of Arm or a Connectivity Provider to provide the Connectivity Solution (or any part thereof) is revoked or terminated and is not immediately replaced; or

    b. Arm or a Connectivity Provider being instructed to do so by an applicable regulator or other governing body,

    provided that where this Clause 10.6 applies in relation to a Connectivity Provider, only the Connectivity provided by such Connectivity Provider will be terminated.

10.7 Arm may terminate the Connectivity provided under this Agreement (in whole or in part) in accordance with the relevant Provider Specific Terms.

Effect of Termination/Expiry

10.8 Upon termination or expiry of the Agreement:

    a. Subject to Clause 10.9, all Customer's (and End Users') rights immediately terminate;

    b. if there are any Active SIM Cards or Active SIM Profiles at the point of termination, Arm shall Deactivate such Active SIM Cards and Active SIM Profiles and invoice Customer for any Fees which may be due in accordance with Clauses 7.4 or 7.5 above.

    c. Customer remains responsible for all Fees Customer has incurred up to the date of termination or expiry, and any outstanding Fees, whether or not such Fees have become due at the date of termination or expiry;

    d. Customer will immediately return or, if instructed by Arm, destroy all Arm Confidential Information in Customer's possession; and

    e. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

10.9 Clauses 1 (Agreement), 7 (Fees and Payment Terms), 10.8 (Effect of Termination/Expiry), 12 (Limitation of Liability), 13 (Indemnity), 14 (Confidential Information), 16 (Miscellaneous) and 17 (Definitions) shall all survive termination of the Agreement.

11. WARRANTIES

11.1 Customer represents and warrants that it will comply with all laws, rules, and regulations applicable to its use of the Connectivity Solution.

11.2 Arm warrants that the Service will perform substantially in accordance with the Documentation and as described on the Pelion Connectivity Management Site. If Customer identifies a non-conformance with this warranty, informs Arm in accordance with the Pelion Connectivity Management Service Support Program and Arm can verify such non-conformance, Arm will use reasonable efforts to correct any non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of this Clause 11.2 and shall not apply to the extent that any non-conformance is caused by use of the Service contrary to Arm's instructions, or modifications or alteration of the Service by any third party other than Arm.

11.3 Notwithstanding Clause 11.2 above, Arm does not warrant: (i) that Customer's use of the Connectivity Solution will be uninterrupted or error-free; or (ii) that the Connectivity Solution will meet Customer's requirements; or (iii) that the Customer Data will be secure or not otherwise lost or damaged. Arm is not responsible for any delays, delivery failures, or any other damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Service may be subject to limitations, delays or other problems inherent in the use of such communications facilities.

11.4 Except as set out above, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement and the Connectivity Solution are provided to the Customer on an "as is" basis.

12. LIMITATION OF LIABILITY

12.1 SUBJECT TO CLAUSE 12.3, ARM SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STATUTE, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE, ANTICIPATED SAVINGS, GOODWILL, LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES EVEN IF ARM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 SUBJECT TO CLAUSES 12.1 AND 12.3, ARM'S AGGREGATE LIABILITY UNDER AND/OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN TORT, CONTRACT, STATUTE, MISREPRESENTATION, RESTITUTION OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID TO ARM UNDER THE AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST RELEVANT CLAIM.

12.3 NOTHING IN THE AGREEMENT SHALL OPERATE TO EXCLUDE LIABILITY FOR: (i) DEATH OR PERSONAL INJURY RESULTING FROM EITHER PARTY'S NEGLIGENCE; OR (ii) FRAUD OR FRAUDULENT MISREPRESENTATION.

13. INDEMNITY

13.1 Customer shall defend, indemnify and hold harmless Arm and the Arm Group against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

   a. Customer Data or Devices as used in connection with the Connectivity Solution;
   b. Customer's use of third-party services in conjunction with the Connectivity Solution; and
   c. Customer's or End Customer's or End Users' failure to comply with the Provider Specific Terms or the Acceptable Use Policy.

13.2 Where Customer is permitted to Resell the Connectivity then, in addition to any other applicable indemnification provisions contained in the Agreement, Customer will indemnify and defend Arm from and against all claims or complaints for damages, losses, liabilities or expenses (including any penalty, interest, and reasonable attorneys' fees), relating to or arising out of Customer's provision of the Customer Solution, including without limitation, claims related to or arising out of:

   a. any libel, slander, infringement of copyright, or invasion of privacy from the material transmitted over the Connectivity by Customer or its End Users;
   b. Customer's breach of Clause 4 or 16.7 (Export Compliance);
   c. any wiretapping or other surveillance that Customer may direct Arm to undertake; or
   d. performance, quality, functionality, or any other claim related to the Customer Solution.

13.3 Subject to the provisions of this Clause 13.3 and Clauses 13.4 to 13.6 Arm shall defend, indemnify and hold harmless Customer against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim or action against Customer by any third party that the use of the Service by Customer in accordance with the terms of this Agreement, infringes the Intellectual Property Rights of that third party (an "**IPR Claim**"), provided that:

   a. Customer promptly notifies Arm of any IPR Claim made or threatened against Customer;
   b. Customer shall not admit any liability or agree to any settlement or compromise of an IPR Claim without Arm's prior written consent;
   c. Arm shall be entitled at any time to assume exclusive conduct of the IPR Claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, negotiate the settlement of the IPR Claim and to conduct all discussions and dispute resolution efforts in connection with the IPR Claim);
   d. Customer shall, at the Arm's request, cost and expense, give Arm all reasonable assistance in connection with the conduct of the IPR Claim; and
   e. Customer takes all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 13.3.

13.4 If any IPR Claim is made, or in Arm's reasonable opinion is likely to be made, against Customer, Arm may at its option and expense:

a. obtain for Customer the right to continue using the Service in the manner permitted under this Agreement; or

b. modify or replace the infringing part of the Service so as to avoid the infringement or alleged infringement, but in such a way that does not materially adversely affect the functionality of the Service; or

c. terminate the Agreement and refund Fees paid in advance by the Customer in respect of any period following such termination.

13.5 Clauses 13.3 and 13.4 shall not apply to any IPR Claim which arises from any changes, modifications, updates or enhancements made to the Service other than by Arm or from Customer's use of the Service in a manner that is prohibited by this Agreement (including the Acceptable Use Policy).

13.6 The provisions of Clauses 13.3 and 13.4 inclusive state the entire liability of Arm to Customer in connection with an IPR Claim and shall be Customer's sole and exclusive remedy in that regard.

14.	CONFIDENTIAL INFORMATION

Protection

14.1 Except as expressly provided by Clauses 14.2 and 14.3, 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.

Permitted disclosures

14.2 Each party may disclose Confidential Information to its Subsidiaries and service providers and, where such party is Arm, to the Arm 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 14 that is caused by an act, error or omission of any such Subsidiary or service provider or the Arm Group.

14.3 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.

Excepted information

14.4 Except with respect to Personal Data, the provisions of this Clause 14 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.

15.	MARKETING

15.1 Customer agrees that it shall not make any public communication, statement, announcement or press release with respect to the Agreement and/or Customer's use of the Connectivity Solution without Arm's prior written approval.

15.2 Arm may disclose that Customer is a customer of the Connectivity Solution and include Customer's name, trade mark and/or brand in a list of Arm's customers, online or in promotional materials. For this purpose,

only, Customer will provide Arm with its logo and trade mark guidelines and Arm will comply with any such guidelines.

15.3 Other than as stated above in this Clause 15, neither the Customer nor Arm shall use the name, crest, logo, trade mark or registered image of the other or the other's group companies in promotional material or in connection with the use or provision of the Connectivity Solution without the prior written consent of the other party.

16. MISCELLANEOUS

Assignment
16.1 Save as provided below under this Clause 16.1, Customer shall not assign or otherwise transfer the Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Arm, not to be unreasonably withheld. An assignment shall be deemed to include, without limitation: (i) any transaction or series of transactions whereby a third party acquires, directly or indirectly, the power to control the management and policies of the party, whether through the acquisition of voting securities, by contract or otherwise; or (ii) the sale of more than fifty percent (50%) of the party's assets whether in a single transaction or series of transactions.

16.2 Arm may assign any or all of its rights and obligations under the Agreement to any member of the Arm Group. In the event of an assignment pursuant to this clause, Arm will notify the Customer in writing

Force Majeure
16.3 Neither party will be liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond either party's reasonable control, including acts of God, epidemic or pandemic, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Independent Contractors
16.4 Arm and Customer are independent contractors, and neither party is an agent of the other for any purpose or has the authority to bind the other.

No Third-Party Beneficiaries
16.5 The UK Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing that Act shall not apply in relation to the Agreement or any agreement, arrangement, understanding, liability or obligation arising under or in connection with the Agreement and nothing in the Agreement shall confer on any third party the right to enforce any provision of the Agreement.

U.S. Government Rights
16.6 The Connectivity Solution provided under this Agreement consists solely of commercial items. Customer shall be responsible for ensuring that any access granted to the Connectivity Solution to the US Government is in accordance with the terms of this Agreement and is provided with the rights and restrictions described elsewhere herein.

Export Compliance
16.7 The Connectivity Solution provided by Arm under this Agreement may be subject to U.S. export control laws and the export or import regulations in other countries. Customer agrees to comply fully with all applicable export laws and regulations ("Export Laws") to assure ensure that Connectivity Solution is: (i) exported, directly or indirectly, in adherence with Export Laws; or (ii) intended to be used for any purpose restricted by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation without applicable and prior export authorization. Customer shall not, and shall ensure End Customers and End Users shall not, use the Connectivity Solution in any country subject to economic sanctions in violation of applicable sanctions laws or other restrictions imposed by any country having competent jurisdiction over this Agreement, unless an appropriate export license or export authorization has been granted.

Notice
16.8 **To Customer**. Arm may provide any notice to Customer under the Agreement by: (i) posting a notice on the Pelion Connectivity Management Site; or (ii) sending a message to the email address then associated with Customer's Account. Notices Arm provides by posting on the Pelion Connectivity Management Site will be effective upon posting and notices Arm provides by email will be effective when Arm sends the email. It is Customer's responsibility to keep its email address up to date.

To Arm. To give Arm notice under the Agreement, Customer must contact Arm by email at IoTSupport@arm.com, or a different email address as Arm may notify the Customer from time to time pursuant to this Clause 16.8

Language. All communications and notices to be made or given pursuant to the Agreement must be in the English language.

No Waivers

16.9 Failure or delay by either party to enforce any provision of the Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Severability

16.10 The provisions contained in each section and sub-section of the Agreement shall be enforceable independently of each of the others and if a provision of the Agreement is, or becomes, illegal, invalid or deemed unenforceable by any court or administrative body of competent jurisdiction it shall not affect the legality, validity or enforceability of any other provisions of the Agreement. If any of these provisions is so held to be illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it legal, valid or enforceable.

Governing Law

16.11 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 Arm only in the courts of England and Wales. Arm may bring a claim against Customer in any court that has jurisdiction over Customer.

16.12 Notwithstanding Clause 16.11, if Customer's address is in the U.S., the validity, construction and performance of the Agreement shall be governed by the laws of the State of California excluding its conflict of laws principles.

Entire Agreement

16.13 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.

Conflicting Terms

16.14 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 Security Measures, the Provider Specific Terms, these Pelion Connectivity Management Terms of Service, and the Pelion Connectivity Management Service Support Program.

17.	**DEFINITIONS**

For the purposes of these Pelion Connectivity Management Terms of Service, the initially capitalized words are ascribed the following meanings:

17.1 **"Acceptable Use Policy"** means Arm's acceptable use policy which governs Customer's, End Customer's and End Users' use of the Connectivity Solution, which may be updated from time to time by Arm, and which may be found at https://pelion.com/terms/.

17.2 "**Account**" means Customer's Pelion Connectivity Management account.

17.3 "**Account Data**" means information that Customer provides to Arm in connection with the creation or administration of Customer's Account, for example names, usernames, phone numbers, and email addresses associated with Customer's Account.

17.4 **"Activates"** means Customer or Arm (where Arm has the right to do so under this Agreement) activates a SIM Card or SIM Profile in accordance with Clause 3.2, so that the SIM Card enables the Device in which it

is installed to utilize the Connectivity (and "**Activate**" and "**Activated**" shall be construed accordingly).

17.5 **"Activated SIM Card"** means a SIM Card which has been Activated and has not been Deactivated.

17.6 **"Activated SIM Profile"** means a SIM Profile which has been Activated and has not been Deactivated.

17.7 "**Affiliate**" means, with respect to Customer, an entity that controls, is directly or indirectly controlled by or is under common control with Customer, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity (but only as long as such entity meets these requirements).

17.8 "**Agreement**" means the Order Form together with the applicable versions of Pelion Connectivity Management Terms of Service, Security Measures, Pelion Connectivity Management Service Support Program, the Provider Specific Terms and the Resale Terms, incorporated in accordance with Clause 1.1.

17.9 "**API**" means application programming interface.

17.10 "**Arm**" means the Arm Group legal entity set forth in the Order Form.

17.11 **"Arm Group"** means Arm Limited whose registered office is situated at 110 Fulbourn Road, Cambridge, CB1 9NJ ("**Arm Limited**"), its Subsidiaries and holding companies from time to time, and the Subsidiaries of any holding company of Arm Limited from time to time. A reference to a holding company of Arm 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 Arm; or (b) the right to appoint or remove a majority of Arm Limited's board of directors.

17.12 **"Confidential Information"** means: (i) any information designated in writing by either party, by appropriate legend, as confidential, (ii) any information which if first disclosed orally is identified as confidential at the time of disclosure and is thereafter reduced to writing and sent to the other party within thirty (30) days after its oral disclosure and designated, by appropriate legend, as confidential, and (iii) any information that, given the nature of the information or circumstances surrounding its disclosure, a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) Customer Data; (b) Login Credentials; and (c) Order Form.

17.13 "**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.

17.14 "**Connectivity Data**" means data processed by Arm or a Connectivity Provider for the purpose of providing the Connectivity to Customer or the billing thereof, such as Device identifiers, timestamps and other data relating to routing of data over networks."

17.15 "**Connectivity Provider**" means the third-party service provider used by Arm to provide the Connectivity.

17.16 "**Connectivity Solution**" means the solution provided by Arm under this Agreement comprising the Service and the Connectivity.

17.17 "**Connectivity Value Added Service**" means the following Value Added Services only: (i) SMS API; and (ii) Lightweight APN Branding.

17.18 **"Coverage Area"** means the geographical area in which the Connectivity may be used on the Connectivity Provider's network (without Roaming) and on partner networks (with Roaming), as specified in the Order Form, Provider Specific Terms and/or Documentation.

17.19 **"Customer"** means the entity identified as such in the Order Form.

17.20 "**Customer Data**" means data and other information made available to Arm by or for Customer through the use of the Service under these Terms, including Account Data and Device Data but excluding Location Data and Connectivity Data.

17.21 **"Customer Solution"** means a service, solution or application developed or used by Customer or its

Affiliates, and which utilizes the 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 Arm.

17.22 **"Data Protection Legislation"** means the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Data Protection Act 2018, Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case, as amended, revised or replaced from time to time, and all applicable national implementing legislation and guidelines, or any applicable analogous legislation in any jurisdiction, in each case, as amended, revised or replaced from time to time.

17.23 **"Deactivates"** means Customer or Arm (where Arm has the right to do so under this Agreement) stopping a SIM Card or SIM Profile remaining Activated, so that the Device in which it is installed is no longer able to utilize the Connectivity (and "**Deactivate**" and "**Deactivated**" shall be construed accordingly).

17.24 **"Device"** means radio terminal devices that are used with the Connectivity 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.

17.25 **"Device Data"** means any data coming off a Device that Customer, End Customers or End Users provide to Arm via the Service. Device Data does not include Account Data.

17.26 **"Documentation"** means the developer guides, getting started guides, user guides, quick reference guides and other technical and operations manuals and specifications for the Service located at https://www.pelion.com/docs/. The Documentation may be updated by Arm from time to time.

17.27 **"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.

17.28 **"End Customer"** means an individual or entity to whom Customer sells, provides or distributes the Customer Solution and with whom Customer has entered into an agreement to provide the Customer Solution.

17.29 **"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.

17.30 **"Fees"** means the fees payable by Customer to Arm for the Connectivity Solution, including Minimum Commitment Fees (if any), as set out in the Order Form, and any applicable taxes in accordance with Clause 7.2.

17.31 **"Initial Term"** means a period of two (2) years, commencing upon the Effective Date.

17.32 **"Intellectual Property"** means: (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) knowhow and Confidential Information; (iii) rights in domain names; (iv) applications, extensions and renewals in relation to any such rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future.

17.33 **"Location Data"** means data and other information relating to the location of any Device processed in order to provide the "GSM Track" Value Added Service.

17.34 **"Login Credentials"** mean any passwords, authentication keys or security credentials, API keys, API token and certificates that are used by the Customer to enable Customer's access to the Service.

17.35 **"Minimum Activation Period"** means the minimum activation period for each SIM Card or SIM Profile specified in the Order Form, commencing when the relevant SIM Card or SIM Profile is Activated.

17.36 **"Minimum Commitment Fees"** means the Fees associated with minimum commitments, as specified in the Order Form.

17.37 **"Multi-Profile SIM Card"** means a SIM Card that is remotely programmable to accept a different SIM Profile. It includes the eUICC (embedded Universal Integrated Circuit Card)-based profile as defined by the

GSMA. eUICC (also referred to as eSIM) is a SIM supporting the GSMA Remote SIM Provisioning specification, and may be built using any form factor.

17.38 **"Order Form"** means an order form executed by both parties setting out: (a) the Rate Plan Customer is purchasing; (b) Fees; and (c) any other terms for using the Connectivity Solution that the parties have agreed upon.

17.39 **"Pelion Connectivity Management APIs"** means the APIs that enable Customer Solution to use the Connectivity Solution.

17.40 "**Pelion Connectivity Management Portal**" means the website interface which allows Customer to manage the Connectivity, including the status of SIM Cards and SIM Profiles, and to access and use other aspects of the Service.

17.41 **"Pelion Connectivity Management Service Support Program"** means the technical operational support service program which applies to the provision of the Service, details of which are provided on the Pelion Connectivity Management Site.

17.42 **"Pelion Connectivity Management Site"** means https://pelion.com, including without limitation all sub-domains thereof, and any successor or related site designated by Arm.

17.43 **"Personal Data"** means any information relating to an identified or identifiable natural person, and which Arm has received from Customer or End Users under the Agreement.

17.44 **"Provider Specific Terms"** means the relevant terms set out in the relevant Order Form, applicable depending on which Rate Plan is chosen by Customer.

17.45 "**Rate Plan**" means the rate plan or tariffs specified in the Order Form, detailing certain Fees payable in relation to use of the Connectivity.

17.46 **"Renewal Term"** has the meaning given in Clause 10.2.

17.47 **"Resale Terms"** means the relevant terms set out in the relevant Order Form, which apply when Customer is expressly authorized to Resell the Connectivity Solution in accordance with Clause 4.10.

17.48 **"Resell"** means Customer providing the Connectivity Solution to its End Customers as part of the Customer Solution.

17.49 **"Roaming"** means the use of the Connectivity by a Device in a territory which is not covered by the Connectivity Provider's own network, but where the Connectivity is provided by a mobile network operator in the relevant territory through an arrangement between the Connectivity Provider and the local mobile network operator (and **"Roam"** shall be construed accordingly).

17.50 **"Security Measures"** means the security measures for Pelion Connectivity Management, which may be updated from time to time by Arm, and which may be found at https://pelion.com/terms/.

17.51 **"Service"** means the Pelion Connectivity Management service (which includes access to the Pelion Connectivity Management Portal) as further described in the applicable Documentation to be provided by Arm to Customer under the Agreement, together with Service Support and any applicable Value Added Services (other than Connectivity Value Added Services).

17.52 "**Service Support**" means technical operational support provided by Arm to Customer in accordance with the Pelion Connectivity Management Service Support Program.

17.53 "**SIM Card**" means a subscriber identity module card or other device which contains SIM Profile and enables Devices to access the Connectivity.

17.54 **"SIM Profile"** means a set of parameters, including an IMSI and authentication key, that allows Devices to authenticate against and gain access to a cellular network.

17.55 **"Subscription Term"** means the Initial Term and any Renewal Term, during which Arm shall provide the Connectivity Solution to Customer.

17.56 **"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.

17.57 **"Value Added Services"** means additional services (if any) specified in the relevant Order Form as a value added service.