

Terms and Conditions  
for the Supply of M2M Services  
WWW.M-2-M.com

1. Definitions – In this document the following words shall have the following meanings:
  - a. "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document.
  - b. "Customer" means the organisation or person who purchases goods and services from the Supplier.
  - c. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.
  - d. "Specification Document" means the statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier.
  - e. "Supplier" means the organisation providing the data logging service and access to the M2M website.
  - f. "M2M" means the Supplier's web site at WW.M-2-M.COM and includes the front-end web page, back end servers and software and all hosted services that combine to make up the M2M service.
2. General M2M Data User Agreement
  - a. **The Customers use of M2M constitutes your agreement to these terms and conditions.**
  - b. This document shall apply to all contracts for the supply of M2M services by the Supplier to the Customer.
  - c. The Suppliers Standard Terms and Conditions are also applicable to the supply of M2M Services and can be found at <http://www.omniinstruments.co.uk/terms/>
3. Price and Payment
  - a. The price for the provision of M2M services are as set out in the specification document. The service has a one off set up fee and a recurring payment for the administration of the service.
  - b. The recurring payment is paid in advance of the period for which the service is provided. The recurring payment can be made for a period of either 1 year or 3 years. The 3-year subscription will carry a 10% discount.
  - c. An SMS alarm service can be added to the M2M service for an additional annual renewal fee. Excessive SMS usage may incur additional charges to be determined by the supplier.
  - d. The service commences on the date of creation as noted on the M2M website unit list.
  - e. Invoiced amounts shall be due and payable within 30 days of receipt of the invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5.00% per annum above the base rate of the Bank of England. If the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase orders before the services are supplied.
  - f. The Supplier reserves the right to increase fees and surcharges, or to institute new fees at any time, upon reasonable notice sent to you based on contact information you have provided. Notwithstanding the foregoing, if you purchase a subscription on an annual basis, your rate remains in effect through the subscription year, and is subject to increase only for subsequent periods, effective upon prior notice.
  - g. The Supplier reserves the right to charge a fee for any changes made to the M2M service at the customer's request after the first 15 working days of service.
  - h. **If the Customer fails to pay any recurring fees, then access to the website will be withdrawn and any reports, alarms / SMS service will be disabled.**
  - i. **A reconnection fee will be applied to any service that has been previously disabled but not yet deleted.**
4. Member Account and Password
  - a. The Customer is entirely responsible for maintaining the confidentiality of passwords and accounts.
  - b. The Customer is entirely responsible for all activity that occurs within the account and any accounts under their control.
  - c. The Supplier will verify member account details by checking the purchasing company details before making any changes or resets to the accounts.
  - d. The Supplier will only discuss account details with the Customer or their designated delegate.
5. Data Security and Storage
  - a. **The Customer is entirely responsible for the downloading, collection, and safe storage of the data.**
  - b. **The Supplier agrees to keep a rolling 6 months of historical data records (for each data logger) of the Customers data available for access from the M2M web page. Stored data older than 6 months will be purged from the service and will be unrecoverable.**

- c. Data security from the data logger unit to the M2M server is dependent on the security measures in place by the GPRS Service Provider utilised. Once the data is entered into the servers then the data security is provided by account control via username and password
  - d. The Supplier and its agents retain access to all the Customers data in the M2M system to provide support for the M2M system.
  - e. The Supplier and its agents will not provide the Customers data to any other person unless designated by the Customer to gain access to the data stored and displayed on the M2M website.
  - f. The Supplier will employ numerous fail-safes and attempt to prevent data loss and ensure the continuous operation of M2M. The Supplier and its agents will not be held responsible for any loss of data that may occur.
6. Customers Obligations
- a. To enable the M2M service to continue efficiently and effectively the Customer shall:
    - i. Co-operate with the Supplier
    - ii. Use the M2M service as it was designed, to monitor data from data loggers purchased from the Supplier.
    - iii. Not upload any images or material that would be detrimental to the service provision or to the Suppliers reputation.
    - iv. Not create links to any third-party sites that would be detrimental to the service provision or to the Suppliers reputation.
    - v. Not use the site to conduct any unlawful activity of for purposes detrimental to the service provision or to the Suppliers reputation.
7. Service Support
- a. The Supplier will provide 24-hour support for their internal systems to ensure the continuation of the M2M service.
  - b. The Supplier does not provide 24-hour support to the Customer.
  - c. Support is provided during normal working hours unless special arrangements are agreed upon between the Customer and the Supplier.
  - d. The Supplier retains the right to charge a fee for special support arrangements.
8. Disclaimers and Limitation of Liability
- a. The Supplier does not guarantee that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available, are free of viruses or other harmful components. The Service Provider does not guarantee that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.
  - b. The Customer assumes full responsibility and risk of loss resulting from your use of files, information, communications, content or other material accessed through or obtained through the use of M2M.
  - c. Under no circumstances shall the Supplier or its agents, or any third-party provider of telecommunications or network services, site software or site content for Supplier or its affiliates, be liable for any indirect, incidental, punitive, special or consequential damages, including but not limited to damages for personal injury and/or death, lost revenues or profits, loss of business or loss of data, that are directly or indirectly related to your use of or inability to use M2M, even if the Supplier, its affiliates or their providers of telecommunications or network services, content or software had been advised of the possibility of such damages, regardless of whether such liability is based in tort, including negligence, contract or any other legal or equitable theory.
  - d. The total liability of the Supplier and its affiliates is limited to the amount, if any, actually paid by the Customer for access to and use of the subscription-based services.
9. Modifications to the Agreement
- a. The Supplier has the right to modify this Agreement and any policies affecting M2M, without limitation. Any modification is effective immediately upon notification via electronic mail, conventional mail or text messaging. Continued use of the M2M service following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s).
10. Modifications to M2M
- a. The supplier has the right to modify, suspend or discontinue M2M or any portion thereof at any time, including availability of any area of M2M. The supplier may also impose limits on certain features and services or restrict your access to parts or all of M2M without notice or liability.
11. Termination
- a. In addition to any other rights of the parties set forth herein, the Supplier may cancel or terminate this Agreement at any time. The Supplier also reserves the right to restrict, suspend or terminate access to M2M in whole or in part, without notice, with respect to any breach or threatened breach of any portion of this Agreement.

Customer: \_\_\_\_\_

Supplier: Brian Gorrell, Omni Instruments