



## GROUND CONTROL - GLOBAL TERMS AND CONDITIONS

12<sup>th</sup> January 2024

### 1. Introduction

These terms and conditions govern the relationship between Ground Control and our customers (including hardware customers, airtime subscribers and software/service customers). Ground Control trades via two legal entities, Ground Control Technologies UK Limited (GCUK) and Ground Control Systems (GCNA), to the extent that there are provisions in these terms and conditions that apply specifically to relationships with either entity, this is made clear where relevant.

### 2. Definitions

**CDR** Call Data Records provided by the network operator.

**Contract** These terms and conditions read in conjunction with any customer specific agreements, written proposals and quotations and combined with such documents represent the entire agreement between Ground Control and the customer. To the extent there is any inconsistency between these terms and conditions and any terms of an agreement, proposal or quotation then the latter shall prevail. Each party acknowledges that the Contract (as defined) represents the whole contract and no other representations (written or oral) made by it to the other party, its employees or agents have been relied upon.

**Creditsafe** Credit checking service provided by Creditsafe Group.

**Customer** any company, partnership, practice, government agency or person purchasing goods and services from Ground Control.

**Initial Period** The initial duration of any Contract for services.

**GCNA** Ground Control Systems, registered at Suite 200, 1041 Mill Street, San Luis Obispo, California, 93401.

**GCUK** Ground Control Technologies UK Ltd, registered at Unit D2, Churcham Business Park, Churcham, Gloucestershire, GL2 8AX.

**Ground Control** the Ground Control Group, including GCUK and GCNA.

**Late Billing** from time to time Ground Control may be provided with CDR's and billed by its suppliers for usage incurred by the Customer after the usual billing period.

**Renewal Period** The duration of any Contract for services that has renewed (automatically or at the Customers request) as specified in the Contract or if not specified equal to the Initial Period.

**USF** Universal Service Fund charges.

### 3. Acceptance

3.1 By placing an order with Ground Control, the Customer is deemed to have accepted the terms of the Contract. No modifications of the terms and conditions shall have effect unless agreed in writing by Ground Control and signed by an authorised representative. The terms and conditions shall not be affected by any documentation or communication from the Customer purporting to give effect to different terms and/or conditions. The terms and conditions shall prevail over any terms and conditions in the Customer's order. No conduct of Ground Control shall be deemed constitute acceptance of any terms put forward by the Customer.

### 4. Invoicing, Payment and Non Payment

4.1 The Customer agrees to pay all Ground Control invoices within 30 days from invoice date unless agreed by Ground Control in writing that different terms apply,

or different terms are stated on the invoice. The invoice shall be paid in the currency specified on the invoice and to the bank account specified on the invoice. Any transaction, credit card or processing fees will be paid by the customer. Where credit terms are not offered by Ground Control to the Customer, the order will not be processed until payment is received from the Customer.

- 4.2 In respect to hardware sales, Ground Control shall be entitled to invoice the Customer for the price of goods on shipment of the goods by Ground Control. If the goods are to be collected by the Customer (or their agent) or the Customer wrongfully fails to take delivery of the goods or delays installation, Ground Control shall be entitled to invoice the Customer for the price at any time after Ground Control has notified the Customer that the goods are ready for collection or Ground Control has attempted delivery of the goods. Ground Control reserves the right to invoice the Customer for part delivery or provision of goods and services. If the Customer arranges for the goods to be collected, they must ensure that the goods are adequately insured.
- 4.3 CDR's are deemed conclusive evidence of provision of airtime services and airtime invoicing will be based on this data. In the event of Late Billing, Ground Control will notify the Customer and invoice these charges to the Customer as soon as possible. The Customer acknowledges that they are responsible for any costs as a result of Late Billing. For Customers not permitted credit terms, a valid credit card must be registered within the relevant portal before service is commenced. Where paying by credit card, it is the Customers responsibility to ensure Ground Control is advised of any changes to payment information and the relevant portal is updated.
- 4.4 Before credit terms are granted, a credit check will be carried out with Creditsafe. In addition to the initial search, Ground Control will share Customer payment history with Creditsafe. If invoices are persistently paid outside of terms, this could have an adverse effect on your credit score. Ground Control reserves the right to withdraw credit terms at any time.
- 4.5 Without prejudice to any other rights available to Ground Control, if any invoice remains unpaid following the due date, then at Ground Control's discretion, a late payment fee of 2% of the overdue balance for every period of 30 days (or part of a period of 30 days) from the due date of payment until the date of receipt of payment in full. The Customer will indemnify Ground Control against all costs incurred in collections (including but not exhaustively collections agent fees, lawyer fees, court fees and other legal costs) and any losses incurred by Ground Control as a result of changes in foreign exchange rates, taxes or other charges that result from the failure of the Customer to pay within the agreed terms.
- 4.6 All payments made by the Customer will be applied to their account in the following priority i) late payment fees ii) overdue invoices (oldest to newest) iii) remaining balance.
- 4.7 Ground Control reserves the right to immediately suspend or deactivate services without further notice if payment is not received in accordance with agreed terms.
- 4.8 The Customer expressly agrees that until Ground Control has been paid in full for all goods and services supplied, the goods shall remain the property of Ground Control notwithstanding delivery to the Customer. Until full payment has been made the Customer shall keep the goods separate from those of the Customer and third parties and properly stored, protected and insured. Until full payment is made Ground Control reserves the right to require the Customer to return the goods and, if the Customer fails to do so, to enter the premises of the Customer and repossess the goods.

- 4.9 The Customer shall notify Ground Control of any disputed items in writing, within 30 days of the invoice.
- 4.10 Unless otherwise stated the Customer shall be liable for all travel and subsistence related to the provision of personnel, including cancellation of installation, training, or other such professional services.
- 4.11 Airtime fees are pro-rated for a whole billing cycle period, and in the month of activation may include the advance payment for the following month. Usage fees are charged in arrears.

## **5. Pricing, Sales Tax and Other Levies**

- 5.1 Any goods or services provided that are not included in the quotation, contract or agreement will be charged at Ground Controls standard rates, copies of which are available on request.
- 5.2 Hardware prices are ex works, excluding freight and packaging, processing fees, duties, levies and taxes unless stated otherwise.
- 5.3 Quoted prices are valid for 30 days unless stated otherwise on the quote. Ground Control reserves the right to change quoted prices at any time before or during the contract period to reflect changes in sales tax or levies.
- 5.4 Sales taxes will be charged at the prevailing rate, where a sales tax becomes due at a later date Ground Control will pass the charge on to the Customer.
- 5.5 Ground Control reserves the right to pass on any other levies charged to Ground Control by its suppliers or government authorities including USF and similar charges.

## **6. Duration, Cancellation, Renewal and Termination**

- 6.1 Unless otherwise agreed in the Contract, the Initial Period of the Contract is 12 months and will automatically renew indefinitely unless terminated by either party giving the other 30 days notice at least 30 days before the renewal date (the end of the Initial Period unless otherwise specified).
- 6.2 The Customer may cancel the Contract by giving 30 days notice and if the Initial Period or Renewal Period has not yet expired, by paying an early termination fee equivalent to the value of the contracted services for the remainder of the Initial Period or Renewal Period.
- 6.3 Where the Customer prepays for service in advance, the Contract will run for a minimum of the period covered by the prepayment which is not refundable. For prepaid services with no defined period, if the funds have not been fully utilised within 24 months of receipt of payment any remaining credit will be automatically removed from the account.
- 6.4 The Customer acknowledges that all services will be chargeable howsoever caused until either a request for deactivation or suspension in accordance with the terms of the Contract is received by Ground Control via the Ground Control customer portal or in writing.
- 6.5 If a unit remains suspended for more than 12 months, then any message credit left on the account will be automatically removed.
- 6.6 Ground Control reserves the right not to renew the Contract at the end of the Initial Period.
- 6.7 Upon termination of the Contract all outstanding amounts are due for immediate payment. Any termination of the Contract will be without prejudice to any other rights of either party.

- 6.8 Should Ground Control terminate the Contract or deactivate or suspend service as a result of breach of contract by the Customer, the Customer will still be liable for payment of any unexpired period of the Contract.
- 6.9 If the service is reactivated, reactivation charges may apply.
- 6.10 In respect of Contracts for the supply of goods, Ground Control reserves the right to charge the Customer a restocking charge of up to 15%.

## **7. Service Availability**

- 7.1 The services are provided on an "on demand" basis and are subject to the availability of the applicable network. Services may be temporarily unavailable or limited because of various circumstances including (but not limited to) capacity limitations, network equipment failures, modifications, upgrades and repairs. Ground Control accepts no liability as a result of the unavailability of the network.
- 7.2 Ground Control may vary the technical specification of services from time to time if notified by the network and will notify the Customer in writing prior to the variation.
- 7.3 It is technically impractical to provide the services free of fault or error. The Customer acknowledges that the services have technical and coverage limitations, including (without limitation), reception problems, possible faults in transmission network, human errors including errors of any carrier and third parties and the physical location of equipment in relation to the transmission network.

## **8. Warranty**

- 8.1 Acceptance of delivery of the goods by the Customer or its agent shall be conclusive evidence that the goods were delivered in good operating condition and in all respects in accordance with the contract under which they were supplied and that the goods were fit for any purpose for which they may be required by the Customer. Shortage claims or claims that goods are defective or otherwise not in accordance with the contract, will only be considered if Ground Control receives written notification thereof within three days of delivery failing which no liability will be accepted.
- 8.2 Ground Control warrants that the goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship.
- 8.3 Ground Control accepts no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer or any liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Ground Control's instructions (whether oral or in writing), misuse or alteration or repair of the goods.
- 8.4 Notwithstanding the terms of 8.2 and 8.3, Ground Control's liability in respect of all goods supplied by it, but manufactured by third parties shall be limited to such warranty as shall be provided by the manufacturer to Ground Control and Ground Control shall have no further or larger responsibility whatsoever.
- 8.5 Where goods are returned by the Customer to Ground Control under warranty or other repair or calibration, if such work is not covered by the warranty the Customer shall be responsible for all costs (including freight, duties and insurance) of delivering the goods to and from Ground Control.
- 8.6 Ground Control warrants that any works performed by Ground Control will be performed with reasonable skill and care. Ground Control will not be liable for breach of this warranty unless the Customer reports the breach to Ground Control within 1 month of completion of the services.

8.7 Unless otherwise specified this warranty expires on the anniversary of the Contract.

## **9. Liability**

- 9.1 Ground Control will take all reasonable efforts to ensure its personnel exercise reasonable skill and care in the provision of services.
- 9.2 Ground Control's entire liability in respect of any claim for loss or damage arising from the supply of goods or services shall be limited to sums received by Ground Control from the Customer in the six months preceding the time any claim is made.
- 9.3 Ground Control shall not be liable for any of the following types of loss, whether direct or indirect and howsoever caused: loss of profits, loss of income, loss of use of services, loss of data, loss of business, contracts, revenue or missed opportunity, consequential or indirect loss or damage.
- 9.4 Any dates specified by Ground Control for the delivery of goods and services are intended to be an estimate only. If no dates are specified then delivery shall be within a reasonable time.
- 9.5 Ground Control is not liable for any loss of service as a result of actions taken (or the failure to take action) by network operators or regulatory bodies.
- 9.6 Customers may request (and providing the specific service type allows) a usage alert. The Customer agrees and acknowledges that such alerts are provided on a best endeavours basis and Ground Control does not accept any liability for or guarantee the usage alerts and it remains the responsibility of the Customer to ensure they do not exceed the provisions of their Contract or pay for usage in excess of Contract limits in accordance with the terms of the Contract.
- 9.7 Any condition or warranty which might otherwise be implied or incorporated within this Contract by reason of statute or common law or otherwise is expressly excluded.

## **10. Regulatory Compliance, Unauthorised and Fraudulent Use**

- 10.1 It is the Customer's responsibility to ensure that they understand and comply with the laws and regulations in the country in which they operate and configure and maintain all equipment appropriately, in accordance with any applicable laws and regulations and in accordance with any instructions from Ground Control.
- 10.2 The Customer should ensure that services are safeguarded against any fraudulent use and notify Ground Control immediately if any equipment is stolen or they become aware of any unauthorised, fraudulent or dangerous use. The Customer acknowledges that they are liable for charges incurred as a result of unauthorised or fraudulent use and will pay such charges in accordance with the terms of the Contract.
- 10.3 Ground Control reserves the right to immediately terminate or suspend services where they believe the Customer has not adhered to these terms or if so directed by a government agency.
- 10.4 The Customer agrees to indemnify, hold harmless and defend Ground Control from and against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, asserted by any person or entity, arising out of or related to any and all use of your equipment or service, and any breach by you, or by anyone using your equipment or service. Ground Control reserves the right, at its own expense, to assume the exclusive control of any matter otherwise subject to indemnification by you, and in such event, you shall have no further obligation to

defend or pay the attorneys fees for defending such matter, but shall otherwise remain responsible for indemnification.

## **11. Fair Use policy**

- 11.1 Ground Control reserves the right to terminate or suspend service to the Customer if the Customer uses the equipment or service in a manner that causes abnormal network behaviour whether caused directly by the Customer or by a security breach impacting the Customer's equipment. The Customer acknowledges responsibility for any costs or expenses as a result of such an incident.
- 11.2 Ground Control reserves the right to terminate or suspend service to the Customer if the Customer does not respond to usage alerts.

## **12. Data Protection, Privacy and Intellectual Property**

- 12.1 A copy of our Data Protection and Privacy policy can be found on our website at <https://www.groundcontrol.com/privacy-policy/> Both parties agree to comply with relevant data protection and privacy obligations.
- 12.2 The Customer acknowledges that Ground Control may be required to share information with government and non-government organisation to meet regulatory obligations as required by law or required by the network operator.
- 12.3 Copyright in all drawings, specifications, designs, descriptions and documents, programs and related materials issued by Ground Control to the Customer or other third parties shall be and remain the property of Ground Control and no copies shall be taken without the prior written consent from Ground Control.
- 12.4 Ground Control hereby grants to the Customer a non-exclusive, non-transferrable revocable license to use any programs supplied by Ground Control for internal purposes only for the duration of the services provided by Ground Control and on the equipment identified by Ground Control. Any other use is prohibited. Such programs may not be used to provide a service to a third party without the prior written agreement of Ground Control and subject to such extended use charges as Ground Control may require.
- 12.5 The Customer acknowledges that they do not own any website address, IMEI, SBD ID, pager or telephone number issued by Ground Control and Ground Control may need to alter any such number without any liability for the alteration.

## **13. General**

- 13.1 Ground Control may assign the Contract of any part of it to any person or legal entity. The Customer shall not assign or transfer or subcontract to a third party the benefit of this Contract without Ground Controls written approval, which will not be unreasonably withheld.
- 13.2 The Customer acknowledges that Ground Control may amend or modify the Contract by giving the Customer 30 days notice, including pricing (unless otherwise explicitly specified).
- 13.3 Both parties acknowledge that neither entry into or performance of this Contract constitutes a partnership, joint venture, or agency between the parties.
- 13.4 References to persons shall include bodies corporate, unincorporated associations, partnerships and individuals and words denoting the singular shall include the plural and vice versa unless the context requires otherwise.
- 13.5 No waiver by the Seller of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

- 13.6 If any of the provisions of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 13.7 Unless otherwise specified, access to Customer support will be provided between 9am and 1am GMT / 1am and 5pm PST Monday to Friday. Outside of these times charges will apply. Field visits are subject to additional charges.
- 13.8 Ground Control shall not be liable for any losses, damages, costs or expenses arising out of any delay or failure in the performance of any of its obligation if the delay or failure is due to causes outside its reasonable control including but not limited to events caused by extreme weather conditions, fire, power failures, strikes, civil unrest or international conflict.
- 13.9 If the Customer shall become insolvent or commence insolvency or corporate recovery procedures, then and in any such events all sums due or becoming due by the Customer to Ground Control shall immediately become due and payable in full. In addition, Ground Control may refuse to perform any unperformed services under the Contract.
- 13.10 Any notice or documentation given under this Contract shall be in writing and transmitted by electronic media and shall be deemed to be delivered when the recipient has acknowledged receipt (or 48 hours after posting if the notice is sent by post).
- 13.11 Headings are for convenience only and should not impact or alter the construction of the Contract.

#### **14. Governing Law**

- 14.1 For Customers contracting with GCNA the Contract (and any disputes arising) shall be governed by the laws of the State of California and the County of San Luis Obispo and subject to the exclusive jurisdiction of the courts of California.
- 14.2 For Customers contracting with GCUK the Contract (and any disputes arising) shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.