

WIRELESS LOGIC (SHENZHEN) LIMITED

万利通信技术(深圳)有限公司

TERMS AND CONDITIONS OF BUSINESS

1. Definitions and interpretation

1.1 In these Terms and Conditions the following words and phrases will have the meanings given below, unless the context in which they are used requires a different meaning:

1.1 在本条款和条件中, 除有特定不同含义外, 以下词语和短语以下面给出的含义为准:

"**Aggregated Allowance**" means the total data allowance for all SIM Cards on Aggregated Tariff calculated as follows: "**累计限额**"是指所有SIM卡累计资费的总流量限额, 计算方式如下:

total allowance = data allowance per SIM Card x number of SIM Cards on an Aggregated Tariff; 总限额=每张SIM卡的流量限额x累计资费的SIM卡数量;

"**Aggregated Tariff**" means a tariff whereby a number of SIM Cards on the same network, tariff and data allowance are identified as 'aggregated' in a tariff addendum form; "**累计资费**"是指使用同一网络、资费及流量限额的若干SIM卡在资费附表中的"累计"资费;

"**Agreement**" means these Terms and Conditions together with the Master Agreement Form; "**协议**"指本条款和条件以及主协议表;

"Master Agreement Form" means the Master Agreement Form attached to these Terms and Conditions together with (if applicable) any relevant connection schedule, tariff addendum form and customer solutions Addendum pursuant to which Wireless Logic provides the Services to the Customer; "**主协议表**"是指本条款和条件所附的主协议表, 以及Wireless Logic服务客户时(如适用)所依据的任何相关的连接时间表、资费附表和客户解决方案附录;

"**APN**" is an abbreviation for 'Access Point Name' and means the point where a mobile device can enter an IP network; "**APN**"是"接入点名称"的缩写, 表示移动设备可以进入IP网络的点;

"**Applicable Law(s)**" means any relevant local, national and international legislation, enactment, subordinate legislation, rule, regulation, order, directive or other provision, or any requirement of a regulatory authority (or persons authorised on their behalf) and any judicial or administrative interpretation or application thereof, which has, in each case, the force of law in the jurisdictions in which the Services are provided and/or utilised; "**适用法律**"是指任何相关的地方、国家和国际法律、法规、从属立法、规则、条例、法令、指令或其他规定, 以及监管机构(或授权代表人员)的任何要求、依此进行的任何司法或行政解释或使用, 在任何情况下提供和/或使用服务时, 在司法管辖范围内具有法律效力;

"**business day**" means a day (other than a Saturday, Sunday or a public holiday in China "**工作日**"指中国非周六、周日或节假日的一天;

"**Cancellation Request Form**" means a form provided to the Customer on request, the completion, signature and submission of which is required for the Customer to terminate this Agreement; "**取消申请表**"是指根据要求提供给客户的表格

, 客户完成填写、签名并提交以后才能终止本协议;

"**Charges**" means the amounts payable for the provision of the Services, calculated pursuant to the provisions of the Agreement and in accordance with the Tariff (including any over usage and Data Pool charges pursuant to clause 12.6 and 12.7); "**费用**"是指依据协议规定计算并符合资费标准的应付服务金额(包括根据第12.6和12.7条规定的任何超出使用和流量池费用);

"**Code of Practice**" means all guidelines governing use or provision of mobile telecommunications and data services that are issued by any generally recognised bodies or that are adopted by Wireless Logic and/or the relevant Network Provider(s) from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory; "**行为准则**"指由任何公认机构发布或由Wireless Logic和/或相关网络供应商不时采用的所有关于使用或提供移动通信和流量服务的准则, 以及由监管机构发布的无论是否强制的所有说明、条例或指南;

"**Combined Offering**" means an offering by the Customer to an End User that includes both value added reseller services and SIM Card(s); "**合并出售**"是指客户向终端用户提供的产品, 包括增值经销商服务和SIM卡;

"Commencement Date" means the date of commencement of the provision of Services to the SIM Card(s) by Wireless Logic; "开始日期"指Wireless Logic SIM卡的服务起始日期;

"**Customer**" means the person named as such and whose details are set out on Master Agreement Form; "**客户**"指其详细信息记录在主协议表中的对应的对象;

"**Data Pool**" means one of the below pools as confirmed in the in the Tariff Addendum under 'Data Pool Types'. The Customer must have a minimum of 1 SIM connected to a Data Pool. The below Data Pools are available: "**流量池**"是指以下"资费附表"中确认的"流量池类型"之一。客户必须有至少1个SIM连接到流量池。可用流量池见下:

(a) Renewal 续订型

Customer purchases the Data Pools for the Minimum Data Pool Contract Term and a minimum of 1 (one) Data Pool a month. 客户按照最低流量池合同期限购买流量池, 每月至少1 (一) 个流量池

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If the Data Pool has not been fully used by the end of the month, it will automatically renew at the start of the next month. If the Data Pool has been fully used at some point mid-way through the month, it will automatically renew at that point and expire in 30 days from that point. 如果月末流量池未用完, 下月初自动续订。如果月中流量池已用完, 则以该时间点自动续订新, 并在该日之后的30天后到期。

For example: The Data Pool has been fully used by 22nd of the month, it will renew on this date and expire on 22nd of the following month. 例如: 本月22日流量池用完, 则当日续订, 下个月的22日到期。

(b) Overage 超额型

Customer purchases the Data Pools for the Minimum Data Pool Contract Term and a minimum of 1 (one) Data Pool a month. 客户按照最低流量池合同期限购买流量池, 每月至少1 (一) 个流量池

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If the Data Pool is not fully used by the end of the month, it will automatically renew at the start of the next month. If the data pool has been fully used mid-way through the month the Customer will be charged at the agreed Additional Usage rate stated in the Tariff Addendum. 如果月末流量池未用完, 下月初自动续订。如果月中流量池已用完, 则客户需按照资费附表中规定的额外使用费率付费。

(c) Timed 定时型

Customer purchases the Data Pools for the Minimum Data Pool Contract Term. 客户按照最低流量池合同期限购买流量池。

The Data Pool will automatically renew after the specified period as stated in the section 'Timed' in the Tariff Addendum. If the data pool has been fully used within that period it will automatically renew at that point and expire after the 'Timed' period. 流量池将按照资费附表中“定时”部分所规定的约定时间自动续订。如果在约定时间前用完流量池, 则当日自动续订, 并在“定时”时间后过期。

"Data Protection Laws" means any laws and regulations relating to privacy or the use or processing of data relating to natural persons applicable in China, to include but not limited to the Personal Information Protection Law (PIPL) and Personal Information Security Specification (ref. GB/T 35273-2017, in each case, to the extent in force, and as such are updated, amended or replaced from time to time; **"数据保护法"**是指与在中国境内适用的与自然人的隐私及数据流量使用或处理有关的任何法律法规, 包括但不限于:《个人信息安全规范》(参照GB/T 35273-2017) (, 以及在任何情况下, 在有效范围内的实施, 不定时的更新、修订或更换;

"Delivery Address" has the meaning given in clause 3.2; **"送货地址"**定义见第3.2条;

"Documents" means all records, reports, documents, papers and other materials whatsoever which the Customer may provide to Wireless Logic pursuant to the Agreement; **"文件"**指客户根据协议可向Wireless Logic提供的所有记录、报告、证明、票据和其他材料;

"Downgrade" means a change in the Tariff to a tariff that has a lower price and/or data allowance; **"降级"**是指将资费改为较低价格和/或流量限额的资费;

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws; **"DP监管机构"**是指负责监督或推行实施《数据保护法》的任何政府、监管机构或权力部门;

"End User" means the person who is the end user of each SIM Card which can be either the Customer itself, or if the Customer is a Systems Integrator or other Third Party Supplier, the end user of the SIM Card in the product or service provided by that Systems Integrator of Third Party Supplier; **"终端用户"**指每个SIM卡的终端用户, 可以是客户本身; 如果客户是系统集成商或其他第三方供应商, 则由系统集成商作为第三方供应商向SIM卡的终端用户提供产品或服务;

"Fault" means any malfunction or other fault which prevents a SIM Card from operating properly; **"故障"**是指任何妨碍SIM卡正常运行的故障或其他问题;

"Force Majeure Event" means an event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have been foreseen by such Party (or such person), or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, epidemic, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources; **"不可抗力事件"**是指

超出一方 (或代表其行事的任何人) 控制的事件, 因其性质无法令该方 (或该人) 预见, 或者如果可预见, 但不可避免, 包括但不限于天灾、暴风雨、洪水、暴乱、火灾、流行病、蓄意破坏、民变或内乱、民事或军事干涉、战争行为 (宣布或未宣布的) 或武装敌对行动或其他国家或国际灾难或一种或多种恐怖主义行为或能源短缺;

"Intellectual Property Rights" means the following items (including any extensions or renewals thereof) and wherever in the world enforceable (i) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (ii) rights in the nature of unfair competition rights and to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information; **"知识产权"**指以下内容 (包括其任何延期或更新) 且在世界各地适用 (i) 任何专利、注册外观设计、设计权、商标、贸易和商业名称 (包括与任何商标或贸易和商业名称相关的所有信誉)、版权、人身权利、数据库、域名和相关权利, 包括注册和申请注册的权益、申请注册任何上述内容的权利以及上述内容所具有的权利, 每个项目的全部期限 (包括其任何延期或更新) 且在世界各地适用; (ii) 不正当竞争权利和起诉假冒产品的权利; (iii) 商业秘密、保密条款和其他所有权, 包括知情权和获得其他技术信息的权利;

"Machine to Machine Services" any service which involves a communication of data through a closed and private network between a device and one preconfigured application; **"机器对机器服务"**任何在设备和预先配置的应用程序之间的封闭专用网络传输的流量通信服务;

"Minimum Data Pool Contract Term" means the 'Length of Contract' detailed in the Master Agreement Form in relation to Data Pools which in no circumstances shall be less than a period of twelve (12) months starting on the Commencement Date; **"最低流量池合同期限"**是指主协议表中与流量池有关的“合同期限”, 在任何情况下均不得少于自生效日期起十二 (12) 个月的期限;

"Minimum SIM Contract Term" means the 'Length of Contract' detailed in the Master Agreement Form in relation to SIM Cards which in no circumstances shall be less than a period of twelve (12) months starting on the Commencement Date; **"最低SIM合同期限"**是指主协议表中与SIM卡有关的“合同期限”, 在任何情况下均不得少于自生效日期起十二 (12) 个月的期限;

"Network Provider" means the network telecommunications operator that provides connectivity and airtime services to the SIM Card(s) via its agreement with Wireless Logic; **"网络供应商"**是指与Wireless Logic达成协议, 向SIM卡提供连接和通话时间服务的网络电信运营商;

"notice" means any notice, demand, consent or other communication given by one Party to the other Party in relation to this Agreement; **"通知"**是指本协议中一方就向另一方发出的任何通知、要求、同意或其他信息;

"Party" means each of Wireless Logic and the Customer and "Parties" shall be interpreted accordingly; **"缔约方"**是指每一个Wireless Logic和客户, “缔约方”由此做相应解释;

"**Private APN**" means the private APN that gives a Customer direct access to their LAN and allows the Customer to specify certain parameters such as the private address space allocated to the devices & RADIUS server attributes for user authentication. The Customer, its customers and End Users are also able to access the Internet through the Public APN unless expressly agreed otherwise; "**私人APN**"表示该私人APN允许客户直接访问其LAN, 并允许客户指定某些参数, 例如分配给设备的专用地址空间和用于用户身份验证的RADIUS服务器属性。除非特有规定, 否则客户、客户的顾客和终端用户也可以通过公共APN访问互联网;

"**Public APN**" means a Network Provider's public APN. When the SIM card is enabled for data e.g. GPRS/3G etc the public APN is added by default. The Public APN is open for everyone to use and its use is subject to payment of the Charges; "**公共APN**"表示网络供应商的公共APN。当SIM卡启用GPRS / 3G等流量时, APN默认添加。公共APN对所有人开放, 使用需要收取"费用";

"**Regulatory Authorities**" means the relevant regulatory bodies including those authorised to regulate electronic communications or telecommunications services, consumer protection or advertising in the relevant territory; "**监管机构**"指授权监管电子通讯或电信服务、消费者保护或广告相关领域的监管机构;

"**Services**" means the provision of mobile telecommunications connectivity airtime and data usage services to the SIM Card(s) in accordance with the terms of the Agreement together with the provision of such other value added services as may be agreed in writing between the Parties from time to time; "**服务**"是指根据协议条款向SIM卡提供移动通信连接、通话时间和流量使用服务, 以及经常提供双方书面约定达成的其他增值服务;

"**SIM Card(s)**" is the 'subscriber identity module'(s) supplied by Wireless Logic to the Customer pursuant to this Agreement that allows the Customer to access and use the Services (each SIM Card supplied by Wireless Logic remains Wireless Logic 's property, or the property of the relevant Network Provider, and at no time shall title or property in a SIM Card transfer to the Customer); "**SIM卡**"是Wireless Logic根据本协议向客户提供的"用户身份识别模块", 允许客户访问和使用服务 (Wireless Logic提供的每张SIM卡仍归Wireless Logic或相关网络供应商所有, 并且SIM卡的名称或所有权不得转让给客户);

"**Systems**" means the hardware, software and public telecommunications systems run by Wireless Logic, the relevant Network Provider(s) or another network operator in order to provide the Services; "**系统**"是指由Wireless Logic、相关网络供应商或其他网络运营商为提供服务而运行的硬件、软件和公共电信系统;

"**Systems Integrator or other Third Party Supplier**" means any person who combines the Services with other services, equipment or software for onward supply to one or more Third Parties; "**系统集成商或其他第三方供应商**"是指将服务与其他服务、设备或软件相结合, 供给一个或多个第三方使用的任何人;

"**Tariff**" means the charging plan chosen by the Customer which is specified in the Master Agreement Form with any relevant addendums which determines the data usage rates that the Customer will pay for Services; "**资费**"是指客户在主协议表中选择的收费计划及其他相关附表, 用于确定客户为服务支付的数据使用费率;

"**Tariff Change**" means a Downgrade or an Upgrade as agreed between the Parties in accordance with clause 7.2; "**资费变更**"是指双方根据协议第7.2条达成的降级或升级;

"**Term**" has the meaning set out in clause 6; "**期限**"的含义见第6条;

"**Terms and Conditions**" means these terms and conditions of business; "**条款和条件**"指本商业条款和条件;

"**Third Party**" means any person who is not a Party; "**第三方**"是指非缔约方的任何人;

"**Trial Service**" means the Services provided on a trial basis for the period of months indicated in the Minimum SIM Contract Term box and/ or Minimum Data Pool Contract Term box in the Master Agreement Form. E.g. 2 months where written as '2+12'; "**试用服务**"是指在主协议表的最低SIM合同期限框和/或最低流量池合同期限框中说明的试用期间提供的服务。例如, 2个月写成"2+12";

"**Upgrade**" means a change in a Tariff to a tariff with a higher cost and/or higher data allowance; "**升级**"是指将资费改为较高价格和/或流量限额;

"**Wireless Logic**" means Wireless Logic (Shenzhen) Limited, a company registered in China together with its successors in title and permitted assigns from time to time. "**Wireless Logic**"指在中国注册的 万利通信技术(深圳)有限公司, 社会统一信用代码, 可不时产生合法继承人及指定继承人。

1.2 In the Agreement, unless the context otherwise requires: 1.2 在本协议中, 除另有规定:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender; (a) 单数的词语包含复数含义, 反之亦然, 表示某个性别的词语包括其他任何性别;

(b) a reference to a statute or statutory provision includes: (b) 引用的法规或法定条文包括:

(i) any subordinate legislation (as defined in Section 22(1), Interpretation Act 1978) made under it; (i) 该法令所含的任何从属立法 (见1978年释义法第22 (1) 节);

(ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and (ii) 重新制定的任何已废除的法规或法定条文 (经修改或不经修);

(iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of the Agreement, except to the extent that it comes into force after the date of the Agreement and would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any Party; (iii) 任何修改、合并、重新制定或取代该法令的法规或法定条文, 除非该法令或法定条文在协议日期之后生效对某一缔约方的权利有新的或延长的义务、责任或限制或以其他方式对其产生不利影响, 否则在协议日期之前或之后生效没有影响;

(c) a reference to: (c) 提到的:

(i) any Party includes its successors in title and permitted assigns; (i) 任何一方包括其合法继承人和指定继承人;

(ii) clauses is to clauses of these Terms and Conditions; (ii) 条款指本条款和条件的条款;

(iii) 'writing' includes email; (iii) "书面"包括电子邮件;

(d) where the words "includes", "including" or "in particular" are used in these Terms and Conditions, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" or "otherwise" are illustrative and shall not limit the sense of the words preceding them; (d) 在本条款和条

件中使用“包括”，“包含”或“特别”等词语时，具有“不限于此”的含义，并且在上下文允许的情况下，“其他”或“否则”类词语起解释说明作用，不局限于词语之前的意义；

(e) any obligation in the Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done; and (e) 协议中任何人不得做某事包括不同意、不允许、不批准或不默许做该事情；

(f) references to any English legal term for any action method of judicial proceedings, legal document, legal status, court official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include the nearest approximate in that jurisdiction to the English legal term. (f) 对任何司法程序行动方法、法律文件、法律地位、法院官员或任何法律概念或事物的英语法律用语的引用，不仅适用于英格兰司法区域，也包括其他司法管辖区内与英语法律术语最相近的表达。

2. The Services and acceptance of terms 2.服务和接受条款

2.1 Wireless Logic shall use its reasonable endeavours to provide the Services, but Wireless Logic +B103 ability to do so may be affected by a number of factors which are beyond its control, including: 2.1 Wireless Logic应在合理范围内尽力提供服务，但具体能力可能会受到不可控因素的影响，包括：

- (a) the capability of the equipment with which the SIM Card(s) are used; (a) SIM卡使用设备的能力；
- (b) network over utilisation; (b) 网络过度使用；
- (c) geographic or atmospheric conditions; (c) 地理或大气条件；
- (d) maintenance requirements; and (d) 维修要求；
- (e) equipment failures. (e) 设备故障。

2.2 Any coverage maps issued by Wireless Logic or the Network Providers are a reasonable estimate of the coverage available in an area at the time the map is printed, and are in no way any guarantee of network availability or coverage. 2.2 Wireless Logic或网络供应商发布的任何覆盖范围地图都是对地图打印时某个地区可覆盖范围的合理估计，并不能保证网络可用性或其覆盖范围。

2.3 Wireless Logic may, at its sole discretion and at any time: 2.3 Wireless Logic可在任何时间自行决定：

- (a) limit or cap the amount of Charges the Customer is able to incur during any given billing period; and/or a) 限定或限额收取客户在任何特定结算期内可能产生的费用；和/或
- (b) suspend the provision of Services to any SIM Card being used on any overseas networks in an unauthorised territory. (b) 暂停任何使用海外网络SIM卡的服务。

If the Customer wishes to vary any limit or cap pursuant to 2.3(a) or enable the use of the SIM Card on any overseas networks pursuant to 2.3(b) the Customer should contact Wireless Logic to discuss the matter further. Subsequent changes are at Wireless Logic's discretion. 如果客户希望改变 2.3 (a) 中的限定或限额收费，或希望激活 2.3 (b) 中使用海外网络的SIM卡，客户可联系Wireless Logic进一步沟通。后续变更由Wireless Logic自行决定。

2.4 The Customer acknowledges that Wireless Logic may undertake, and the Customer consents to Wireless Logic undertaking credit checks to determine the Customer's creditworthiness and that Wireless Logic may refuse to accept any Master Agreement Form from the Customer, or vary any existing Master Agreement Form terms and/or usage limits

(including where appropriate) suspending the provision of Services to any one or more SIM Cards, where Wireless Logic in its discretion determines that the creditworthiness of the Customer warrants Wireless Logic taking such action. 2.4 客户确认Wireless Logic可以承担并且同意Wireless Logic进行信用检查以确定客户信用度，同意Wireless Logic拒绝接受客户主协议表、更改已有的主协议表条款和/或使用限制，（包括在适当情况下）暂停向任何一个或多个SIM卡提供服务，并且同意Wireless Logic有权自行决定客户的信用度以采取上述行。

2.5 Wireless Logic may at any time require the payment of a non-interest bearing deposit: 2.5 Wireless Logic可随时要求支付无息押金：

- (a) as a condition of delivering, or continued delivery of, the Services, to one or more SIM Cards, to the Customer; (a) 作为向一个或多个SIM卡客户交付或继续交付服务的条件；
- (b) to release any bar on a SIM card being used on overseas networks; (b) 禁止使用海外网络SIM卡的服务；
- (c) as a condition of increasing any maximum limit imposed by Wireless Logic on the amount of Charges the Customer may incur; or (c) 作为增加Wireless Logic对客户可能产生的费用金额上限的条件；
- (d) as security for the payment of Charges due pursuant to the terms of the Agreement. (d) 作为根据协议条款支付应付费用的担。

The deposit will not normally exceed more than two (2) months Charges calculated by reference to the Customer's actual usage of the Services or, if Wireless Logic directs, such other sum as Wireless Logic in its sole discretion determines. Any deposit paid by the Customer will be repaid when the Agreement ends or earlier if Wireless Logic agrees to such repayment (but Wireless Logic reserves the right in its sole discretion in such circumstances to reinstate any bar or other limit in force in respect of the Customer). 押金通常不超过客户累积四 (4) 个月实际使用服务费用的费用，或者由Wireless Logic自行决定金额。经Wireless Logic同意，客户可在协议结束时或结束前收到押金退款，（但在此情况下，Wireless Logic保留自行恢复对客户禁止或限制服务的权利）。

2.6 By signing or electronically signing the Master Agreement Form, connection schedule, and/or tariff addendum form and using the Services the Customer accepts, and agrees to be bound by, the terms of the Agreement. 2.6 客户签署或电子签署主协议表、连接时间表和/或资费附表并使用服务，表明接受并同意协议条款所约束的服务内容。

3. Delivery of the SIM Cards 3.SIM卡交付

3.1 Any forecasted time or period for delivery of any SIM Cards given by Wireless Logic shall be given in good faith but shall be an estimate only and Wireless Logic shall not be liable for any delay in delivery or any consequential loss or other loss arising therefrom. 3.1 Wireless Logic应按预计的时间或期限交付SIM卡，但此仅为预估时间，Wireless Logic不对延迟交付或由此产生的损失及其他损失承担责任。

3.2 SIM Cards will be delivered to the Customer (either by post or by other carrier) to the shipment/delivery address stated in the Master Agreement Form unless expressly agreed otherwise in writing ("Delivery Address"). The risk of loss of or damage to the SIM Cards shall pass to the Customer at the time the SIM Cards are posted by or on behalf of Wireless Logic or its agent to the Customer. 3.2除非另有明确书面约定（“送货地

- 址”), SIM卡将(以邮寄或其他邮寄方式)寄至客户主协议表中的运送/送货地址。Wireless Logic或其代理人向客户邮寄出SIM卡, SIM卡丢失或损坏的风险即转移给客户。
- 3.3 The Charges payable under the Agreement relate to the provision of the Services and do not relate to the sale of the SIM Cards. 3.3协议规定应付的费用与提供服务有关, 与SIM卡的销售无。
- 3.4 The Customer shall pay the cost of delivering the SIM Cards to the Delivery Address (except for any shipment cost to Hong Kong or China which are included in the Charges) and costs of packaging the same. Such costs are set out in the sales order form and/or may be notified to the Customer from time to time by or on behalf of Wireless Logic. Custom clearance shall be handled by the Customer 3.4客户应支付SIM卡寄到送货地址的邮寄费用及包装费用。此费用成本已在销售订单表格中列出, 并/或由Wireless Logic或代表Wireless Logic的销售方告知客户。
- 3.5 If there is a failure to accept delivery of the SIM Cards at the Delivery Address by the Customer, Wireless Logic shall be entitled without prejudice to any other rights it may have to store the SIM Cards at the cost and risk of the Customer. Any costs arising in respect of such storage or re-supply of the SIM cards shall be paid in full by the Customer. 3.5如果客户未能在送货地址收到SIM卡, 在不影响客户保存SIM卡承担的成本和风险的任何其他权利的情况下, Wireless Logic有权处理SIM卡。任何因SIM卡保存或重新邮寄而产生的费用应由客户全额支付。
- 3.6 Wireless Logic shall take reasonable care to ensure that the SIM Cards are delivered to or collected by the postal authorities or other carriers in a condition suitable for delivery to the Delivery Address but subject thereto it accepts no liability for damage to or loss or shortage of any SIM Cards occurring during the course of delivery or for any loss or damage arising directly or indirectly therefrom. 3.6 Wireless Logic应适时合理妥当得将SIM卡交给邮政部门或其他承运商, 或由其收取SIM卡寄送至送货地址。在此情况下, Wireless Logic不对运输过程中SIM卡的损坏、丢失或短缺, 以及由此引起的任何直接或间接损失、损坏承担任何责任。
- 3.7 Any claim in respect of any loss or theft of or damage to the SIM Cards in the course of their delivery shall be made by the Customer within seven days of the scheduled receipt of the SIM Cards at the Delivery Address. Any shortages of SIM Cards delivered to the Delivery Address must be notified to Wireless Logic in writing within two days of delivery to the Delivery Address. 3.7任何有关SIM卡在交付过程中丢失、被盗或损坏的索赔, 应由客户在预计送达送货地址日期后的七天内提出。SIM卡寄至送货地址时如有短缺, 客户必须在交付到送货地址后两天内以书面形式告知Wireless Logic。
- 3.8 Notwithstanding the delivery and the passing of risk in the SIM Cards, all SIM Cards supplied to the Customer, pursuant to the Agreement shall at all times remain the property of Wireless Logic or the relevant Network Provider that supplied such SIM Cards to Wireless Logic. 3.8根据协议, 尽管SIM卡有邮寄和风险分析转移问题, 所有提供给客户的SIM卡在任何时候都归Wireless Logic或向Wireless Logic提供SIM卡的相关网络供应商所有。
- 3.9 On the Order Form, or by such other method as Wireless Logic directs from time to time, the Customer shall indicate which of the following states the Customer requires the SIM Cards to be delivered in: 3.9客户应在订购单上, 或通过Wireless Logic等其他方法指明要求以下何种状态交付SIM卡:
- (a) "Active" where the SIM Card(s) will be delivered active and the Charges shall be payable from the date the Customer is notified the SIM Card is active on the network; (a) “激活”状态, SIM卡已被激活, 客户自得知SIM卡已网络激活之日起支付费用;
- (b) "Inactive" where the SIM Card (s) is delivered inactive and the Charges shall be payable when the Customer requests activation, either via email to xxxxxx@wirelesslogic.com or through the SIMPro platform. The Customer agrees to pay the Charges that apply to the Tariff selected on activation of the SIM Card. (b) “未激活”状态, SIM卡邮寄时尚未激活, 客户需发送邮件至 xxxxxx@wirelesslogic.com或通过SIMPro平台请求激活, 自即日起按照激活SIM卡时所选择的资费标准支付费用。
- (c) "Active-Test" where the SIM Card (s) shall be delivered active and the Charges shall be payable from the date any one of the thresholds listed in the Tariff Addendum are met for the relevant SIM Card. (c) “激活测试”状态, SIM卡已激活, 按照该SIM卡满足资费附表中列出的任何一个起始日期起支付费用。
- (d) "Active-Ready" where the SIM Card(s) are delivered active and the Charges shall be payable from the date the relevant SIM Card(s) are used in any way. (d) “激活准备”状态, SIM卡已激活, 自SIM卡以任何方式开始使用之日起支付费用。
- 3.10 Wireless Logic shall not deliver any SIM Card(s) without the Customer indicating which state the SIM Card(s) are required as set out in Clause 3.9 above. 3.10如果客户未按上述第3.9条的规定说明选择的SIM卡状态, Wireless Logic不得寄出SIM卡。
- #### 4. APNs 4. APN
- 4.1 If the Customer requests the Private APN to be enabled, unless the Customer expressly states in writing by email to Wireless Logic that they do not want the Public APN enabled, as a default the Public APN will be enabled. The Customer acknowledges that the use of the Public APN by an End User may incur Charges. 4.1如果客户请求启用私人APN, 需通过电子邮件向Wireless Logic明确表明不愿使用公共APN, 否则将启用公共APN。客户认可终端用户使用公共APN可能会产生费用。
- 4.2 If the Customer requests that the Private APN is enabled it is the Customer's responsibility to ensure their device is configured correctly so it can use the Wireless Logic Private APN. 4.2如果客户要求启用私人APN, 则客户有责任确保其设备配置正确, 以便可以使用Wireless Logic的私人APN。
- 4.3 By returning the customer solutions addendum, the customer acknowledges and agrees to Wireless Logic's Terms and Conditions. 4.3返还客户解决方案附录, 表明客户已确认并同意Wireless Logic的条款和条件。
- #### 5. Representations and warranties 5.声明与保证
- 5.1 The Customer represents and warrants at all times to Wireless Logic as follows: 5.1客户始终向Wireless Logic声明并保证如下:
- (a) it is a validly existing entity incorporated or existing under the laws of the country in which it is located; (a) 客户是其所在国家的法律内存在的有效实体;
- (b) it has the power and authority to enter into and perform and has taken all necessary action (including all necessary consents, authorisations, licences and approvals) to authorise the entry into, performance and delivery of the Agreement which upon execution will

constitute a legal, valid and binding obligation of the Customer enforceable in accordance with its terms; (b) 有能力和权力订立、履行并采取一切必要行动（包括所有必要的同意、授权、许可和批准）以批准订立、履行和交付协议，客户应根据条款要求执行协议内合法、有效、有约束力的义务；

(c) the entering into and performance of its obligations under this Agreement has been duly authorised by all necessary corporate action on its part; and (c) 订立及履行本协议项下的义务已获得其所有必要公司行为的正式授权；

(d) neither the execution or delivery of the Agreement nor the consummation of the transactions contemplated hereby will conflict with: (d) 本协议的执行或交付以及预期交易的完成均不会与以下内容发生冲突：

(i) any Applicable Law to which the Customer is subject; or (i) 客户所遵守的任何适用法律；

(ii) the Customer's constitutional documents; or (ii) 客户的制宪文件；

(iii) any existing obligation binding on the Customer or on any asset of the Customer. (iii) 对客户或客户任何资产具有约束力的已有契约

5.2 The Customer shall (and shall use all reasonable endeavours to ensure that each of its customers and End Users does likewise): 5.2 客户应（并应尽一切合理努力确保其每个顾客和终端用户共同）：

(a) observe and comply with all Applicable Laws and Codes of Practice (including obligations applicable if any related service offered by the Customer means that either Wireless Logic and/or a Customer is a provider of electronic communications, telecommunications, value added or related services) and any instructions or conditions notified to the Customer by Wireless Logic, which in Wireless Logic or any Network Provider's reasonable opinion prevent: (i) the transmission of illegal material; or (ii) the Systems from being impaired or damaged; (a) 遵守并服从所有适用法律和行为准则（包括客户提供服务所适用的责任，意味着Wireless Logic和/或客户都是电子通讯、电信、增值或相关服务的供应商）以及Wireless Logic告知客户的所有说明或条件。

Wireless Logic或任何网络供应商应合理阻止：(i) 传输非法材料；或(ii) 损坏或破坏系统；

(b) not act or omit to act in any way which will or may place Wireless Logic and/or the relevant Network Provider(s) in breach of any provisions of the Applicable Law or a Code of Practice, any other licences, authorisations, applicable to Wireless Logic and/or the relevant Network Provider(s) and co-operate fully with Wireless Logic to enable Wireless Logic and/or the relevant Network Provider(s) (as the case may be) to comply with all of the same; (b) 不得以任何方式采取或不采取行动，使Wireless Logic和/或相关网络供应商违反适用法律或行为准则的任何条款，及适用于Wireless Logic和/或相关网络供应商的任何其他许可及授权。应与Wireless Logic全力合作，使Wireless Logic和/或相关网络供应商（视情况而定）能够遵守所有相同的规则；

(c) not use the Services for any improper or unlawful purpose; (c) 不得将服务用于任何不正当或非法目的；

(d) not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees agents or representatives of Wireless Logic or any one or more Network Providers), the Systems or howsoever cause the quality of the Services to be impaired; and (d) 不以任何作为或不作为伤害或损害任何人或任何人的财产（无论是否是Wireless Logic或任何一个或多个网络供应商的员工代理或代表）、损坏系统、或以其他原因导致服务质量受损；

(e) comply with any instructions (including specifications and training) issued by Wireless Logic and/or the relevant Network Provider(s) from time to time for the use and/or marketing of the Services; (e) 遵守Wireless Logic和/或相关网络供应商不时发布的有关服务的使用和/或营销的任何说明（包括规范和培训）；

(f) ensure that any information provided to Wireless Logic is accurate, complete and provided in a timely manner and shall inform Wireless Logic of any changes to such information; (f) 确保向Wireless Logic提供的任何信息准确、完整且及时，并告知Wireless Logic此类信息的任何变更；

(g) only market to and solicit customers and End Users using staff contracted to or employed directly by itself; and (g) 仅有直接签约或直接雇用的员工可招揽顾客和终端用户并做推销；

(h) identify, where relevant, Wireless Logic and (if requested by Wireless Logic, the relevant Network Provider(s)) in proposals to its customers and End Users which include the Services. (h) 相关情况下，Wireless Logic（如Wireless Logic要求，相关的网络供应商）以建议书形式与顾客和终端用户确认服务内容。

5.3 The Customer shall ensure, and shall use all reasonable endeavours to procure that, its customers and each End User is legally bound by all the obligations set out in the Agreement, which expressly or by implication relate to such customers and End Users, before the Customer, the Customer's customers or End Users receive any benefit of the Services. Furthermore, a breach by the Customer's customers or End Users of any of the terms of their agreement with such customer shall be deemed to be a breach by the Customer of this Agreement. 5.3 客户应确保并尽力在合理范围内促使其顾客和每个终端用户明确或隐含受到本协议中责任内容的法律约束，且可优先于客户获得服务的全部权益。此外，客户的顾客或终端用户违反任何协议条款都将被视为客户违反本协议。

5.4 In addition to clause 5.3, the Customer shall also include in its agreements with its customers and End Users: 5.4 除第5.3条外，客户还应在其与顾客和终端用户的协议中包括：

(a) (a) a statement that the Customer and not Wireless Logic will provide support for the Services, Systems and any other services and systems provided by the Customer to its Customer and End Users; (a) 声明客户而不是Wireless Logic将为其顾客和终端用户提供服务、系统以及其他任何服务和系统的支持；

(b) sufficient permission to enable Wireless Logic and the relevant Network Provider(s) to process information relating to its customers and End Users as contemplated by this Agreement; and (b) 充分许可Wireless Logic和相关的网络供应商能够按照本协议的规定处理与其顾客和终端用户相关的信息；

(c) a disclaimer, to the extent permitted by Applicable Law, of all warranties (including any warranties implied by law) by Wireless Logic and the relevant Network Provider(s)

and any liability by Wireless Logic and the relevant Network Provider(s) for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Services, Systems and any other services and systems provided by the Customer to its customer and End Users. (c) 免责声明, 内容包括在适用法律允许的范围内, 所有Wireless Logic和相关网络供应商的担保(包括法律隐含的任何保证), 以及Wireless Logic和相关网络供应商在客户向其顾客和终端用户销售或使用服务、系统及其他任何服务和系统时产生的直接、间接或相应损失的责任。

5.5 The Customer is only permitted to use the Services as part of a Combined Offering for its internal use or as part of its own value-add product or service. The Customer shall not resell one or more elements of the Services as a standalone product or service. The Customer shall ensure, and use all reasonable endeavours to ensure that its customers and each End User does likewise, that any Services supplied under the Agreement shall be used solely in relation to Machine to Machine Services and shall not use the Services to take any action that: 5.5只允许客户将服务作为内部使用合并出售的一部分, 或自身增值产品或服务的一部分。客户不得将服务的一个或多个元素作为独立产品或服务转售。客户应确保并尽力在合理范围内确保, 其顾客和每个终端用户都将本协议提供的服务仅用于机器对机器服务, 不得将服务用于:

- (a) involves providing any service via the Services that allows an End User or other person to access a publically addressable destination (i.e. public IP address) including through the use of a proxy, tunnelling, a gateway or routing; (a) 通过服务提供任何服务, 允许终端用户或其他人访问公共可访问目标(即公共IP地址), 如通过使用代理、隧道、网关或路由;
- (b) would violate copyright, a trademark, a trade secret or other property rights of any third party; (b) 违反任何第三方的版权、商标、商业秘密或其他产权;
- (c) could interfere with other users' use of Wireless Logic 's and/or the relevant Network Provider(s)' network; (c) 干扰其他用户使用Wireless Logic和/或相关网络供应商的网络;
- (d) involves the addition, removal or modification of identifying network header information in an effort to deceive; (d) 以欺骗为目的的添加、删除或修改识别网络头信息;
- (e) uses the Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Wireless Logic 's and/or the relevant Network Provider(s)' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data; (e) 使用服务访问或试图访问他人的帐户, 渗透或试图渗透Wireless Logic和/或相关网络供应商或其他实体的计算机的安全措施软件、电子通讯系统或电信系统, 无论入侵是否导致数据损坏或丢失;
- (f) uses the Services or software related to Internet relay chat ("IRC"), peer to peer file sharing ("P2P"), bit torrent, game servers or proxy server network; (f) 使用互联网中继聊天("IRC")、点对点文件共享("P2P")、比特洪流、游戏服务器或代理服务器网络相关的服务或软件;
- (g) involves spamming or the sending of bulk unsolicited emails or commercial messages or maintaining an open

SMTP relay; and/or (g) 发送垃圾邮件、发送大量未经请求的电子邮件或商业信息、维护开放的SMTP中继和/或

- (h) could lead directly to death, personal injury, or severe physical injury or environmental damage (for example life support machines) due to the failure of the Services. (i) 由于服务失败, 可能直接导致的死亡、人身伤害或严重的身体损伤或环境破坏(例如生命维持系统)。

5.6 The Customer shall not represent itself as an agent of Wireless Logic or any one or more Network Providers for any purpose, nor give any condition or warranty or make any representation on Wireless Logic or any one or more Network Providers' behalf or commit Wireless Logic or any one or more Network Providers to any contracts. The Customer shall not without Wireless Logic prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Services which are inconsistent with those contained in the material supplied by Wireless Logic or any one or more Network Providers or otherwise incur any liability on behalf of Wireless Logic or any one or more Network Providers. 5.6客户不得出于任何目的代表Wireless Logic或任何一个或多个网络供应商的代理人, 不得代表Wireless Logic或任何一个或多个网络供应商提供任何条件、保证及声明, 不得代表Wireless Logic或任何一个或多个网络供应商履行合同。未经Wireless Logic事先书面同意, 客户不得就Wireless Logic或任何一个或多个网络供应商提供的服务的规格、特点或能力不一致的内容作出任何声明、保证、担保或其他承诺, 也不得代表Wireless Logic或任何一个或多个网络供应商承担任何责任

6. Term 6. 期限

6.1 Subject to clauses 6.2 and 6.3, this Agreement shall commence on the earlier of (i) the date of signature of the Master Agreement Form by the Customer; and (ii) the Commencement Date, and shall, subject to early termination pursuant to the provisions of the Agreement, continue in force for the Minimum SIM Contract Term and/ or Minimum Data Pool Contract Term and thereafter shall continue unless and until terminated by either Party in accordance with clauses 21.1(a) or 21.3. 6.1根据第6.2和6.3条的规定, 本协议应在以下时间早期开始 (i) 客户签署主协议表当日; (ii) 开始日期, 如果根据协议条款提前终止, 最低SIM合同期限和/或最低流量池合同期限继续有效, 除非并且直到任何一方按照第21.1 (a) 或21.3条的规定提出终止, 将继续生效。

6.2 Where a Trial Service is provided to the Customer, the Agreement shall continue from the earlier of (i) the date of signature of the Master Agreement Form by the Customer and (ii) the Commencement Date for the duration of the Trial Service and unless the Customer gives written notice to Wireless Logic that it does not wish to continue beyond the end of the Trial Service, such notice to be received at least seven (7) days before the end of the Trial Service, shall continue thereafter in accordance with clause 6.1. 6.2如向用户提供试用服务, 本协议应从以下两者中较早者开始执行 (i) 客户签署主协议表当日; 及 (ii) 试用期开始日期, 除非客户在试用服务结束前至少七 (7) 天向Wireless Logic发出书面通知, 表示不希望在试用服务结束后继续使用, 此后应根据条款6.1继续进行。

6.3 If a Customer has a Tariff Change, such Tariff Change shall be applicable from the 1st of the month following the month in which Wireless Logic receives a tariff addendum and/ or a customer solutions addendum. If however the SIMS are tariff changing to an existing tariff, an email is sufficient as confirmation When a Tariff Change occurs the relevant SIM Cards or Data Pools shall be subject to a new Minimum SIM

Contract Term and/ Or Minimum Data Pool Contract Term from the date the Tariff Change becomes effective in accordance with this clause 6.3 and thereafter shall continue unless and until terminated by either Party in accordance with clauses 21.1(a) or 21.3. 6.3如果客户有资费变更, 则此资费变更更自于Wireless Logic收到资费附表和/或客户解决方案附录当月的下个月第1天起生效。但是, 如果SIMS的费率变为已有费率, 电子邮件足以确认当发生资费变更时, 相关的SIM卡或流量池应根据第6.3条生效日期的规定, 按照新的最低SIM合同期限和/或最低流量池合同期限执行。除非并且直到任何一方按照第21.1 (a) 或21.3条的规定提出终止, 此后继续有效。

6.4 This Agreement shall be renewed automatically for 12 months unless either party gives notice to the other at least thirty (30) days prior to the expiration of the Term of either Parties intention not to renew. For the avoidance of doubt, the termination provisions set out at Clause 21 shall continue to be applicable. 除非一方在协议终止前至少三十 (30) 天告知对方不打算续约, 本协议将自动延长有效期12个月。为避免疑义, 第21条规定的终止条款应继续适用。

7. Orders 7.订单

7.1 Wireless Logic's quotation for provision of the Services is merely an invitation for an order subject to the Agreement. No contract will be valid until the Customer has completed, signed and submitted an Master Agreement Form to Wireless Logic and whichever is the earlier of: 7.1 Wireless Logic提供服务的报价仅仅是为按照协议签订订单的准备。无论下列行为为发生时间先后, 在客户填写、签署并向Wireless Logic提交主协议表格之前, 任何合同均无效:

(i) Wireless Logic dispatching the ordered SIM Card(s) to the relevant Delivery Address; or (i) Wireless Logic将订购的SIM卡发送至相关送货地址;

(ii) Wireless Logic notifying the Customer in writing of its acceptance of such order. Any such Master Agreement Form will be incorporated into, and subject to, this Agreement. (ii) Wireless Logic以书面形式通知客户已接受订单。任何主协议表格都将纳入本协议并受其约束。

7.2 The Customer may request a Tariff Change for any of the SIM Cards provided under this Agreement by completing a Master Agreement Form and indicating that such form relates to a Tariff Change as follows: 7.2客户可以通过填写总协议表格并指明此表格与资费变更相关, 从而要求对本协议所提供的任何SIM卡进行资费更改, 具体如下:

(a) for an Upgrade at any time during the Term; and (a) 在有效期内任何时间进行升级;

(b) for a Downgrade at any time after the expiry of the Minimum SIM Contract Term and/or the Minimum Data Pool Contract Term. (b) 在最低SIM合同期限和/或最低流量池合同期限到期后的任何时间进行降级。

8. Obligations of Wireless Logic 8. Wireless Logic的责任义务

8.1 Wireless Logic shall provide the Services to the Customer for the Term in accordance with the provisions of the Agreement. 8.1Wireless Logic应根据本协议的规定按期限向客户提供服务

8.2 Wireless Logic shall provide the Services: 8.2Wireless Logic应提供服务:

(a) in a professional and workmanlike manner; and (a) 以专业及熟练的方式;

(b) in compliance with all Applicable Laws. (b) 遵守所有适用法律。

9. Supplier's warranties and faults 9.供应商的保证与故障处理

9.1 Wireless Logic warrants that subject to the provisions of clauses 2 and 12 that: 9.1Wireless Logic保证在符合第2条和第12条规定的情况下:

(a) the SIM Cards shall be free of material defects for a period of twelve (12) months from the Commencement Date; (a) SIM卡自生效日期起十二 (12) 个月内不得出现材料缺陷;

(b) the Services will be performed with reasonable skill and care; and (b) 提供合理的技术与保障服务;

(c) so far as it is able, Wireless Logic will transfer to the Customer the benefits of all warranties or guarantees in relation to the SIM Cards which Wireless Logic receives from the relevant Network Provider(s). (c) 目前, Wireless Logic从网络供应商处收到SIM卡, 将相关保证或担保的全部权益转让给客户。

9.2 Wireless Logic warrant ("Warranty") that SIM Cards will not fail within the period starting on the date of delivery of the relevant SIM Card(s) to the Customer and ending 12 months thereafter ("SIM Warranty Period"). Where SIM Card(s) supplied by Wireless Logic to the Customer fail within the SIM Warranty Period the Customer shall notify and return (where practical) such SIM Card(s) to Wireless Logic within that SIM Warranty Period. The Warranty shall not apply when such fault is connected with the Customer's acts, omissions or misuse of the SIM Card(s), including where the Customer has not kept the SIM card(s) in good condition and not following any reasonable instructions from Wireless Logic as to the storage of the SIM Card(s). Wireless Logic shall, within ten (10) business days of receipt of a failed SIM Card which qualifies under the Warranty, repair or (at Wireless Logic 's option) replace the failed SIM Card by sending a new SIM Card to the Customer's address under the Agreement. In the event that a SIM Card becomes faulty after the SIM Warranty Period and the Customer requests that Wireless Logic repair or replace such faulty SIM Card then Wireless Logic shall charge the appropriate replacement charges for repair or replacement. The return of faulty SIM Card(s) outside of the SIM Warranty Period or due to misuse by the Customer shall be at the Customer's sole expense. To the maximum extent permitted by law, these are the Customer's exclusive remedies for any failure to meet the Warranty. 9.2 Wireless Logic保证 ("保证") SIM卡自交付给客户之日起12个月内 ("SIM保修期") 不会产生故障。如果Wireless Logic向客户提供的SIM卡在SIM保修期内发生故障, 客户应 (如果可行) 在SIM保修期内通知并返还SIM卡给Wireless Logic。由客户的作为、不作为或误用造成SIM卡故障的, 包括客户未按照Wireless Logic的说明妥善保存SIM卡的, 不适用此保修条件。Wireless Logic应在收到符合保修条件的故障SIM卡后的十 (10) 个工作日内, (Wireless Logic可选择) 修复或更换故障SIM卡, 按照协议地址向客户寄送新的SIM卡。如果SIM卡超过SIM卡保修期出现故障, 且客户要求Wireless Logic维修或更换故障SIM卡, 则Wireless Logic应收取相应的维修或更换费用。退回超过SIM保修期或由于客户误用造成故障的SIM卡应由客户自行承担费用。在法律允许的最大范围内, 以上是客户不满足保修条件情况下的唯一补救办法。

9.3 Save as expressly provided in the Agreement, all other warranties, terms and conditions (whether implied by common

law, statute, and custom or otherwise) are hereby excluded to the fullest extent as permitted by law. 9.3除本协议明确规定内容外, 所有其他保证、条款和条件(无论隐含在普通法、法规、惯例或其他文件)均在法律允许的最大范围内予以排除。

9.4 Subject to clause 16, Wireless Logic shall not be liable for services, systems and equipment provided by the Customer or any Third Party which constitute: 9.4根据第16条的规定, Wireless Logic不对客户或任何第三方提供的服务、系统和设备承担以下责任:

- (a) a component of the Services; or (a) 服务的一部分;
- (b) a component of other systems, equipment or services provided by the Customer and/or any Third Party to the Customer and/or the Customer's customers and/or End Users.
(b) 客户和/或任何第三方向客户和/或客户的顾客和/或终端用户提供的其他系统、设备或服务的组成部分。

9.5 The Customer acknowledges and accepts that it is technically impracticable for Wireless Logic to provide fault-free Services and Wireless Logic does not guarantee that the Services will be free of faults or interruptions, that the Services will be free of errors, omissions or other issues or that the Services will be timely or secure. The Customer acknowledges and agrees that matters may affect the Services that Wireless Logic cannot reasonably control, including (without limitation) lack of network capacity, physical obstructions, atmospheric conditions and delays caused by Wireless Logic's suppliers or manufacturers. 9.5客户认可并接受Wireless Logic无法实现零故障技术服务。Wireless Logic不保证服务不会出现故障或中断, 不保证服务没有错误、遗漏或其他问题, 不保证服务的及时性或安全性。客户认可并同意可能出现不受Wireless Logic控制、影响其服务的情况, 包括(但不限于)网络不畅、客观障碍、大气条件以及Wireless Logic供应商或制造商延迟等。

9.6 The Customer warrants and undertakes to Wireless Logic that all information provided by or on its behalf in connection with provision of the Services is true, accurate and complete and can be relied upon in full by Wireless Logic and its agents, contractors and employees. The Parties agree that subject to the provisions of clause 16, Wireless Logic shall have no liability under or in connection with the Agreement to the extent that such liability arises, directly or indirectly, from: 9.6客户向Wireless Logic保证并承诺, 提供的或代表其提供的所有信息均真实、准确、完整, 且Wireless Logic及其代理商、承包商和员工可完全相信相关信息。双方同意, 在符合第16条规定的前提下, Wireless Logic不承担本协议及本协议直接或间接产生的以下责任:

- (a) the supply of untrue, inaccurate or incomplete information provided by the Customer or on its behalf and/or any breach by the Customer of the warranty and undertaking in this clause; (a) 客户或代表其提供的不真实、不准确或不完整的信息和/或客户违反本条款中的保证和承诺;
- (b) matters beyond Wireless Logic's reasonable control, including lack of network capacity, physical obstructions, atmospheric conditions and delays caused by Wireless Logic's suppliers; (b) 超出Wireless Logic可控制范围的事项, 包括网络不畅、客观障碍、大气条件以及Wireless Logic供应商造成的延迟;
- (c) any defect, fault, breakdown, compatibility issues or other failure of any equipment, systems, services and/or software provided by the Customer or its agents, subcontractors or other Third Parties (including, any Systems Integrator or other Third Party Supplier) to the

Customer's customers or End Users and used with the Services; or (c) 客户或其代理商、分包商或其他第三方(包括任何系统集成商或其他第三方供应商)向客户的顾客或终端用户提供的及服务所使用的任何设备、系统、服务和/或软件的缺陷、故障、损坏、兼容性问题或其他故障;

- (d) any acts or omissions of the Customer or its agents, subcontractors or other Third Parties in respect of the Services (including, any Systems Integrator or other Third Party Supplier). (d) 客户或其代理商、分包商或其他第三方就服务(包括任何系统集成商或其他第三方供应商)的任何作为或不作为。

9.7 Wireless Logic and each Network Provider reserves the right to update a SIM Card over the air (such updates may be required for functionality, or for intellectual property issues, or national regulations). Wireless Logic shall provide the Customer with reasonable advance notice of any such planned update (except in cases where regulations or urgency would not allow it). Under some national laws, updates require the consent of the owner of the equipment containing/user of a SIM Card. The Customer hereby expressly consents to any updates and the Customer shall make and procure to make such consent binding on any owner of such equipment/SIM Card user through a relevant licensing agreement or by other equivalent means. Where such consent is not obtained, Wireless Logic and/or any relevant Network Provider shall have the right to suspend transmission to and from the relevant SIM Card(s). 9.7 Wireless Logic和每个网络供应商保留通过无线方式更新SIM卡的权利(此类更新可能出于功能优化、知识产权问题或国家法规的需要)。Wireless Logic应提前通知客户有此类更新计划(法规或紧急情况不允许的情况除外)。根据某些国家的法律, 更新需要获得存放SIM卡设备所有者/SIM卡使用者的同意。客户特此同意所有更新, 且应通过相关许可协议或其他等效方式取得对设备所有者/SIM卡使用者有约束力的同意。如未获得同意, Wireless Logic和/或任何相关网络供应商有权暂停SIM卡的数据传输。

9.8 Both Wireless Logic and each relevant Network Provider retain the right at all times to suspend or deactivate any non-upgraded SIM Card(s), and neither Wireless Logic nor any Network Provider accepts any liability for any consequences of such suspension. 9.8 Wireless Logic和每个相关网络供应商始终保留暂停或停用未升级SIM卡的权利, 且Wireless Logic与网络供应商均不对停用产生的后果承担责任。

10. Timing 10.时间安排

10.1 Wireless Logic shall use its reasonable endeavours to meet any performance dates specified (if any) in the Master Agreement Form. 10.1 Wireless Logic应在合理范围内尽力满足主协议表中(如有)指定的任何履约日期。

10.2 Time shall not be of the essence in relation to any obligation of Wireless Logic under the Agreement. 10.2根据协议, 时间与Wireless Logic的任何义务无关。

11. The Customer's rights to cancel 11.客户取消权利

11.1 The Customer is entitled to cancel an order for SIM Card(s) pursuant to a Master Agreement Form at any time prior to the point in time when the Services are first supplied. 11.1根据主协议表, 客户有权在首次服务之前的任何时间取消SIM卡订单。

11.2 Wireless Logic reserves the right to increase the Charges at any time on providing at least 30 day's prior notice of such increase. If Wireless Logic increases the Charges in excess of the current RPI, the Customer has the right to end the

Agreement by completing and returning to Wireless Logic notice Cancellation Request Form. In such circumstances, the Agreement will end thirty (30) days after Wireless Logic receives the Customer's signed and completed Cancellation Request Form. During the notice period the previously applied Charges will apply. 11.2 Wireless Logic保留随时增加费用的权利。如果Wireless Logic增加的费用超过当前RPI, 客户则有权填写并发送取消申请表通知Wireless Logic终止协议。在这种情况下, 协议将在Wireless Logic收到客户签字并填写的取消申请表的三十 (30) 日后终止。通知期内将继续使用先前的费用标准。

12. Obligations of the Customer 12.客户的责任义务

12.1 The Customer shall, throughout the Term: 12.1客户应在整个期限内:

- (a) make available appropriate personnel to liaise with Wireless Logic to enable Wireless Logic to perform the Services in accordance with the terms of the Agreement;
(a) 安排合适的人员与Wireless Logic联络, 确保Wireless Logic按照协议条款履行服务;
- (b) promptly inform Wireless Logic of any defects in Wireless Logic's performance of the Services after such defects come to the attention of the Customer; (b) 客户注意到Wireless Logic的服务性能有缺陷时, 应及时通知Wireless Logic;
- (c) comply and ensure that its customers and End Users comply with any conditions notified by Network Providers and/or Wireless Logic regarding the use of the SIM Card(s); (c) 遵守并确保其顾客和终端用户遵守网络供应商和/或Wireless Logic告知的SIM卡使用条件;
- (d) tell Wireless Logic immediately if the Customer's name, address, bank account or credit card details change; and
(d) 客户的姓名、地址、银行账户或信用卡信息如有变化, 应立即告知Wireless Logic;
- (e) tell Wireless Logic immediately if any of the Customer's SIM Card(s) are lost or stolen by calling the Helpdesk and thereafter write or fax to confirm the details. (e) 客户SIM卡如丢失或被盗, 应立即致电Wireless Logic服务台告知情况, 随后以书写或传真落实详细情况。

12.2 The Customer shall not, and shall ensure that its customers and End Users shall not throughout the Term and after termination of the Agreement: 12.2客户不得, 并且应确保其顾客和终端用户在整个有效期内和协议终止后不得:

- (a) use the SIM card (or allow it to be used) for any illegal purpose (in such circumstances Wireless Logic may report the incidents to the police or any other relevant official organisation); or (a) 出于任何非法目的使用SIM卡 (或允许SIM卡被使用) (一经发现, Wireless Logic会报告警方或其他官方组织);
- (b) use any equipment that has not been approved for use in connection with the Services by Wireless Logic and the relevant Network Provider(s) and if the Customer is not sure whether the Customer's equipment is so approved, to notify Wireless Logic immediately. Wireless Logic reserves the right, at its sole and absolute discretion, to require the Customer to satisfy Wireless Logic that any equipment to be used in connection with the Services is fit for purpose and suitable and the Customer undertakes to Wireless Logic to comply with Wireless Logic testing and other requirements in respect of the same. (b) 使用未经许可用于Wireless Logic和相关网络供应商服务的设备, 如果

客户不确定设备是否获得批准, 需立即通知Wireless Logic。Wireless Logic保留自行要求客户达到Wireless Logic要求的权利, 即使用服务的设备具有适用性及适宜性, 且客户向Wireless Logic承诺符合Wireless Logic测试和其他要求。

12.3 Wireless Logic shall be entitled to rely on the Customer's non-compliance with any of the Customer's obligations in this clause 12 as relieving Wireless Logic's performance under the Agreement if such non-compliance restricts or precludes performance of the Services by Wireless Logic. 12.3如果客户有不遵守本第12条中规定的义务, 出现限制或阻碍Wireless Logic提供服务的情况, Wireless Logic有权根据协议解除服务。

12.4 If the Customer acts as a Systems Integrator or other Third Party Supplier the Customer shall keep detailed up-to-date records of all acts and things done by the Customer in relation to the provision of the Services to the Customer's customers and End Users during the Term and for a period of six (6) years thereafter, and at Wireless Logic request, shall make such records available for inspection and/or provide copies to Wireless Logic. 12.4当客户是系统集成商或其他第三方供应商时, 客户应详细并及时记录客户在期限内及此后六 (6) 年内向顾客和终端用户提供服务时的所有作为和事项, 并按照Wireless Logic的要求, 提供可供检查的记录并/或向Wireless Logic提供记录副本。

12.5 For SIM Cards with an Aggregated Tariff the Customer agrees to comply with the Aggregated Allowance. The Customer shall be liable to pay Wireless Logic for all data usage charges in excess of the Aggregated Allowance; such charges to be calculated by reference to Wireless Logic's standard charges from time to time without taking into account any discount or other saving that would have applied by reference to the aggregated Tariff applicable to the relevant SIM Card(s). 12.5对于有累计资费的SIM卡, 客户同意按照累积限额计算费用。客户有责任向Wireless Logic支付超过累计限额部分的数据使用费; 此费用参考Wireless Logic的标准费用计算, 不考虑适用于此SIM卡累计资费的折扣或其他优惠。

12.6 The Customer shall be liable to pay Wireless Logic for all charges in relation to the agreed Data Pool; such charges to be calculated by reference to the Tariff Addendum. 12.6客户有责任向Wireless Logic支付与流量池有关的所有费用; 这些费用将参考资费附表计算。

13. Payment 13.付款

13.1 In consideration of the provision of the Services (including any Trial Service), the Customer shall pay to Wireless Logic the Charges. Where applicable, the Charges shall include sums incurred as a result of going over the inclusive allowance for any Tariff (or any charges above the normal line rental as set out in the tariff addendum form). 13.1客户应向Wireless Logic支付提供服务 (包括任何试用服务) 的费用。实际费用应包括超出资费所包含的全部超额而产生的金额 (或超出资费附表规定的正常租费的部分)。

13.2 Wireless Logic reserves its rights to increase the Charges without notice, including where Wireless Logic is notified of any increase: 13.2 Wireless Logic保留增加收费但不另行通知的权利, 包括Wireless Logic已得知费用增加的情况:

- (a) in the cost of the SIM Cards; or (a) SIM卡成本;
- (b) in any other costs and expenses of Wireless Logic occurring prior to the Commencement Date. (b) 在开始日期前Wireless Logic产生的其他任何成本和费用。

13.3 The Customer shall pay the invoice for the Charges within thirty (30) days of the date of Wireless Logic's invoice. In addition to any other rights and remedies available to Wireless Logic, Wireless Logic reserve the right to impose a surcharge for the late payment of any invoice. 13.3 客户应在Wireless Logic开具发票之日起三十(30)天内对费用发票进行支付。除了Wireless Logic可享有的任何其他权利和解决方案外, Wireless Logic保留对任何发票的逾期付款征收附加费的权利

13.4 The Customer shall notify Wireless Logic of any billing queries within twenty one (21) days of the date of the invoice from which the query arises and shall not withhold payment of any Charges set out in the queried invoice, or any invoice, by reason of such billing query until it has been resolved by Wireless Logic, which will avoid any interruption to the service being provided. Wireless Logic is unable to investigate any potential billing queries after twenty one (21) days from date of invoice. 13.4客户如需查询账单, 应在Wireless Logic开具发票后的二十一(21)天内进行通知, 并且不得拒绝支付所查询发票或发票中列出的任何费用, 以保证Wireless Logic在妥善解决查询发票问题前不会中断服务。发票开具日期二十一(21)天后, Wireless Logic无法查询任何账单请求。

13.5 Any advance payments made by the Customer shall be held by Wireless Logic as a deposit and Wireless Logic shall be entitled to set off such advance payments against any future invoices as they arise. 13.5客户预付款可作为向Wireless Logic支付的押金, Wireless Logic有权用此预付款抵销未来的发票。

13.6 If the Customer fails to pay in full when due any sum payable to Wireless Logic under this Agreement, the liability of the Customer shall be increased to include interest on that sum from the date when such payment was due until the date of actual payment, interest to be charged pursuant to the law in China. Such interest shall accrue from day to day and shall be compounded monthly. 13.6如果客户未能遵守本协议如期向Wireless Logic支付全部款项, 则客户应承担应付日期到实付日期之间所产生的利息, 以及按照中国法律规定应支付的利息。利息费用以日累计, 按月复利。

14. Faulty SIM Cards - GNet Helpdesk 14. SIM卡故障 -GNet 帮助台

14.1 Wireless Logic shall provide first line support to the Customer through the GNet Helpdesk facility. 14.1Wireless Logic通过服务台设施为客户提供一线支持。

14.2 The GNet Helpdesk shall be staffed by appropriately qualified personnel between the hours of 09:00 and 17:30 GMT/BST on business days. 14.2工作日格林尼治时间/英国夏令时09:00至17:30之间, 服务台配有专人工作。

14.3 Upon receipt of a Customer report that a SIM Card has developed a Fault, the GNet Helpdesk shall, so far as they are able, take such steps to resolve the relevant Fault, including, remotely resetting the SIM Card. 14.3服务台收到客户SIM卡故障报告后, 应尽可能采取措施解决相关故障, 包括远程重置SIM卡。

14.4 Should the GNet Helpdesk action undertaken in accordance with clause 14.3 fail to remedy the Fault, and the Fault occurs during the SIM Warranty Period set out in clause 9.2 Wireless Logic shall replace the faulty SIM Card free of charge. 14.4如果服务台按照第14.3条采取行动却无法解除故障, 且故障发生在第9.2条规定的SIM保修期内, 则Wireless Logic应免费更换SIM卡。

14.5 Should the GNet Helpdesk action undertaken in accordance with clause 14.3 fail to remedy the Fault, and the Fault occurs after the expiry of the SIM Warranty Period set out in clause

9.1(a) Wireless Logic reserves the right to charge a replacement fee in relation to the provision of the replacement SIM Card. 14.5如果服务台按照第14.3条采取行动却无法解除故障, 且故障发生在第9.1(a)条规定的SIM保修期失效时间之后, 则Wireless Logic保留收取更换SIM卡费用的权利。

15. Changes 15. 变更

15.1 The Customer can apply to port or migrate the mobile phone number relating to a SIM Card to another Network Provider. In such circumstances the Charges set out in clause 22 shall apply. 15.1客户可以申请保留或转移SIM卡关联的手机号到另一个网络供应商。在这种情况下, 依据第22条规定收费。

15.2 Wireless Logic reserves the right to change the Customer's mobile number from time to time. Wireless Logic will write to the Customer to let the Customer know if this is the case. 15.2 Wireless Logic保留随时变更客户手机号码的权利。如果出现这种情况, Wireless Logic将写信告知客户。

16. Liability and remedies 16.责任和补救措施

16.1 Nothing in the Agreement shall be deemed to exclude or limit the liability of either Party for: 16.1本协议中的任何内容均不得排除或限制任何一方承担以下责任:

- (a) death or personal injury arising from its negligence; (a) 因疏忽造成的死亡或人身伤害;
- (b) any damage or liability incurred as a result of fraud or fraudulent misrepresentation; or (b) 欺诈或欺诈性不实陈述造成的任何损失或负债;
- (c) anything else for which the Parties cannot at law limit or exclude its liability. (c) 双方不能在法律上限制或排除其责任的任何其他事项。

16.2 Nothing in the Agreement shall impose any personal liability on any officer, employee, agent or adviser of either Party without wilful misconduct. 16.2如无故意不当行为, 任何一方的领导、员工、代理或顾问均不对本协议的任何内容承担个人责任。

16.3 Except as provided in sub-clause 16.1, and in addition to the provisions of clauses 9.4 to 9.6 (inclusive) Wireless Logic shall not be liable for the following loss or damage however caused (whether in contract, tort, negligence, common law or otherwise and whether foreseeable or not): 16.3除第16.1条、第9.4至9.6条(包括第9.4至9.6条)规定的情况外, 无论任何原因(无论合同、侵权、过失、普通法或其他原因, 无论是否可以预见), Wireless Logic均不对以下损失或损害承担责任:

- (a) economic loss including administrative and overhead costs; (a) 经济损失, 包括管理费和杂费;
- (b) loss of profits (whether direct or indirect); (b) (直接或间接) 利润损失;
- (c) loss of business or contracts; (c) 业务或合同损失;
- (d) loss of revenues; (d) 收入损失;
- (e) loss of goodwill; (e) 信誉损失;
- (f) loss of production; (f) 生产损失;
- (g) loss of opportunity; (g) 机会损失;
- (h) loss of anticipated savings; (h) 预计优惠的损失;
- (i) loss of data; (i) 数据丢失;
- (j) special damages of any kind; (j) 任何形式的特殊损失;

- (k) indirect or consequential loss or damage; (k) 间接或后果性损失或损害;
- (l) loss arising from any claim made against the Customer by any other person; (l) 其他任何人向客户提出索赔而造成的损失;
- (m) loss or damage arising from the Customer's failure to fulfil its responsibilities or any matter under its control; or
(m) 客户未能履行职责或其负责的事项所造成的损失或损害;
- (n) loss or damage arising the Customer's breach of clause 12.2. (n) 因客户违反第12.2条而引起的损失或损害。
- 16.4 Wireless Logic 's entire liability under or in connection with any individual claim or series of connected claims made under or in connection with the Agreement shall be limited to an amount equal to the greater of the sum of the fees paid by the Customer in the twelve (12) months immediately preceding the incident which gave rise to the claim; and 171,364 Chinese Yuan Renminbi (CNY) in aggregate. 16.4 Wireless Logic根据本协议或与本协议有关的任何个人索赔或系列相关索赔的全部赔偿金额, 仅限于上述事件发生前十二 (12) 个月客户支付的费用总和, 总计最高171364元人民币。
- 16.5 The Customer shall indemnify and hold Wireless Logic and each Network Provider harmless from and against all losses, damages, costs, expenses, claims, proceedings and liabilities (including reasonable legal costs) ("Relevant Losses") incurred by Wireless Logic, each Network Provider or any of either of their respective group companies arising out of or in connection with any claim by a third party in relation to the Services to the extent that such Relevant Losses have not been caused by any act, omission (negligent, reckless or otherwise) of Wireless Logic, a Network Provider or any of either of their respective group companies. 16.5因第三方就服务提出索赔, 造成Wireless Logic、网络供应商或任何二者的集团公司面临损失、损害、费用、支出、索赔、诉讼和负债 (包括合理的法律费用) ("相关损失"), 但其并没有引起相关损失的行为和不作为 (疏忽、粗心或其他) 时, 客户应保证赔偿并保护Wireless Logic和网络供应商免受损失。
- 16.6 If any part of this clause 16 is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then, it is the Parties express intention that the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question shall be interpreted or construed to give it full effect. 16.6如果法院或主管部门认为第16条的任何部分无法实施, 或者特定的解释分析无法实施, 则缔约方需表明对相关措辞进行解释分析以避免这种结论; 如果认定无法实施, 可对该条款的其他部分进行解释分析, 以证明其他部分完全有效。
- 16.7 The terms of the Agreement shall apply to the exclusion of all other agreements or representations including any implied by law (so far as the Parties are able to exclude terms implied by law), and by any trade custom, practice or course of dealing. 16.7本协议的条款不适用于其他所有协议或解释, 包括法律 (只要双方能够排除法律隐含的条款)、贸易惯例、交易实践及交易过程所隐含的协议或解释。

17. Force Majeure 17.不可抗力

- 17.1 Subject to sub-clause 17.2, neither Party shall be deemed to be in breach of the Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is caused by a

Force Majeure Event. 17.1根据第17.2款的规定, 任何一方因不可抗力未按时履行或不履行协议规定的责任时, 不算做违反协议, 也不需对另一方承担责任。

- 17.2 The Party affected by any Force Majeure Event shall immediately give the other Party written notification of the nature and extent of the Force Majeure Event and the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. 17.2受不可抗力事件影响的一方应立即向另一方发出书面通知, 告知不可抗力事件的性质和影响范围。双方应真诚讨论, 减轻事件影响或达成公平合理的替代方案。
- 17.3 If Wireless Logic is affected by the Force Majeure Event and the written notice in relation to the Force Majeure Event has not been withdrawn within one hundred and eighty (180) days, the Customer shall be at liberty to terminate the Agreement with immediate effect by serving a written notice on Wireless Logic. The service of such notice shall be without prejudice to any rights or obligations which have accrued prior to such termination. 17.3如果Wireless Logic受到不可抗力事件的影响, 并且有关不可抗力事件的书面通知在一百八十 (180) 天内未被撤销, 客户向Wireless Logic提供书面通知即可终止协议并立即生效。协议终止前产生的任何权利或义务不受通知发出的影响。

18. Intellectual Property Rights 18.知识产权

- 18.1 All property and Intellectual Property Rights in the Services including without limitation all right, title and interest in and to all documents, data, specifications or other items relating to the Services, shall vest in and shall remain the exclusive property of Wireless Logic, the relevant Network Provider(s) or its third party licensors, as applicable. 18.1服务中的所有财产和知识产权, 包括但不限于与服务相关的所有文件、数据、规范或其他内容的所有权利、所有权凭证和股权, 应归属于且保留为Wireless Logic、相关网络供应商或其第三方许可人 (如适用) 的专有财产。
- 18.2 The Customer shall not, and shall use all reasonable endeavours to procure that its customers and each End User shall not, claim ownership of any Intellectual Property Rights in relation to or created pursuant to the SIM Cards or the Services and shall not take any action which might infringe any Intellectual Property Rights or other form of protection for any invention, discovery, improvement, design, mark or logo in relation to the SIM Cards or the Services and the Customer shall indemnify Wireless Logic and keep it indemnified from and against all costs claims liabilities proceedings damages and expenses arising directly or indirectly as a result of any breach of the foregoing obligation by the Customer, its customers and/or End Users. 18.2客户不得, 并应尽一切合理努力确保其顾客和终端用户不得要求拥有与SIM卡或服务有关的知识产权, 并且不得采取任何行动侵犯SIM卡或服务有关的知识产权或其他受保护的发明、发现、改进、设计、标记或logo。客户保证赔偿Wireless Logic, 并保证Wireless Logic不予赔偿所有由于客户、顾客和/或终端用户违反上述义务而直接或间接产生的费用、索赔、负债、诉讼、损害和支出。
- 18.3 Any data, documents, Intellectual Property Rights or other information belonging to Wireless Logic or a Network Provider which is supplied or otherwise furnished to the Customer in connection with the performance of the Agreement or otherwise shall remain the sole property of Wireless Logic or the relevant Network Operator to whom they belong (as the case may be). 18.3属于Wireless Logic或网络供应商的任何数据、文档、知识产权或其他信息, 以协议的履行或其他方式一

起提供给客户，仍属于Wireless Logic或相关网络运营商（视情况而定）的唯一财产。

- 18.4 The Customer acknowledges that it shall have no express or implied right to use, modify, adapt or otherwise exploit Wireless Logic, the Network Providers or any other Third Parties' Intellectual Property Rights, except for the right to use such Intellectual Property Rights for the exclusive purpose of using the Services under the Agreement. 18.4客户承认不具有明确或隐含使用、修改、改编或以其他方式利用Wireless Logic、网络供应商或其他第三方的知识产权的权利，根据此协议因专门目的接受服务时使用此类知识产权的权利除外。
- 18.5 The Customer shall indemnify and hold Wireless Logic harmless against any claims that the use of the Services in combination with services, software or equipment not supplied by Wireless Logic infringes any other third party's Intellectual Property Rights. 18.5使用非Wireless Logic提供的服务及相关服务、软件或设备，属于侵犯其他第三方的知识产权，客户应保证赔偿Wireless Logic并声明Wireless Logic免责。
- 18.6 The Customer shall notify Wireless Logic immediately of any infringement or apparent or threatened infringement of or any actions, claims or demands in relation to any Intellectual Property Rights or other form of protection for any invention, discovery, improvement, design, mark or logo in relation to the SIM Cards and/or the Services and the Customer shall provide (and shall use all reasonable endeavours to procure that the Customer's customers and End Users shall provide) Wireless Logic with all assistance which Wireless Logic may reasonably require in connection therewith including but not limited to the prosecution of any actions which Wireless Logic may deem necessary for the protection of any rights in relation to the SIM Cards and/or the Services and if so requested by Wireless Logic in relation to any claim or action brought against the Customer, the Customer shall authorise the conduct of the same and all negotiations for the settlement of the same by Wireless Logic or the relevant Network Provider(s) if directed by Wireless Logic in its sole and absolute discretion. 18.6在SIM卡和/或服务受到侵犯，或与任何行为、索赔或要求相关的知识产权或以其他形式受保护的发明、发现、改进、设计、标记或logo有明显侵犯或侵犯威胁时，客户应立即通知Wireless Logic。客户应向Wireless Logic提供（并尽一切合理努力确保客户的顾客和终端用户提供）要求的所有协助，包括但不限于Wireless Logic在保护SIM卡和/或服务的权利时对任何行为的诉讼。如果Wireless Logic对客户提出任何索赔或诉讼要求，客户应委托Wireless Logic或Wireless Logic全权指导的相关网络供应商采取相同及协商的办法解决问题。

19. Data Protection 19.数据保护

- 19.1 The terms "Data Subject", "Personal Information", , and "processing" shall have the meanings set out in the Data Protection Laws . 19.1术语“数据主体”“个人数据”“数据控制器”“数据处理器”和“处理”应具有《数据保护法》所规定的含义。“Personal Information Handler” means the Customer who autonomously decides the purpose and method of processing in the Personal Information processing activities; it has the same meaning as “个人信息处理者” defined in Data Protection Laws. “Entrusted Handler” means Wireless Logic who is entrusted by the Personal Information Handler to process Personal Information strictly in accordance with the Personal Information Handler's instructions regarding the purpose and method of the processing.
- 19.2 The Customer acknowledges that it is the Personal Information Handler of the content of any communication made or transmitted via the Services and of any Personal Information of it or its customers or End Users processed in

connection with the provision of the Services as envisaged by this Agreement. 19.2客户确认由数据控制器根据本协议设计的服务条款，处理服务以及顾客或终端用户的任何个人数据所产生或传输的通信内容。

- 19.3 The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Information in connection with this Agreement, which processing shall be in respect of the types of Personal Information, categories of Data Subjects, nature and purposes, and duration, set out in Schedule 1. 19.3在处理与本协议有关的个人数据时，各方应始终遵守《数据保护法》规定的条款和义务，数据处理包含附表1所规定的个人数据类型、数据主体类别、性质及用途、持续时间。
- 19.4 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request. 19.4各方应在职责范围内保留《数据保护法》要求的最少信息的所有处理操作记录，并应根据DP监管机要求提供此类信息。
- 19.5 The Personal Information Handler shall: 19.5数据控制器应：
- (a) ensure that any instructions it issues to the Entrusted Handler shall comply with the Data Protection Laws; and
(a) 确保其向数据处理器发出的任何指示均应遵守《数据保护法》；
 - (b) have sole responsibility for the accuracy, quality and legality of Personal Information and the means by which the Personal Information Handler acquires Personal Information and shall establish the legal basis for its processing under Data Protection Laws, including providing all notices and obtaining all consents (including from the Customer's customers and End Users) as may be required under Data Protection Laws in order for the Entrusted Handler and any relevant Network Provider to process the Personal Information as contemplated by this Agreement. Where no such legal basis can be established (or where the legal basis is consent and such consent is subsequently withdrawn) the Customer shall promptly notify Wireless Logic and the Customer hereby acknowledges and agrees that Wireless Logic shall not be obliged to continue to provide the Services in respect of any affected End User. (b) 对个人数据的准确性、质量和合法性以及数据控制器获取个人数据的方式承担全部责任，并应根据《数据保护法》为处理数据提供法律依据，包括按照《数据保护法》提供通知、获得同意（包括来自客户的顾客和最终用户），以便数据处理器和相关网络供应商按照本协议的规定处理个人数据。如果无法建立此类法律依据（或获得了法律依据的同意，但随后被撤销），则客户应立即通知Wireless Logic，并特此确认并同意Wireless Logic无义务继续为受到影响的终端用户提供服务。
- 19.6 To the extent Wireless Logic receives from, or processes any Personal Information on behalf of, the Customer, Wireless Logic shall: 19.6Wireless Logic代表客户接收或处理任何个人数据，Wireless Logic应：
- (a) process such Personal Information(i) only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement) provided such instructions are lawful; and (ii) only for the duration of this Agreement; (a) (i) 仅根据客户的书面说明（包括本协议中所列的说明），且此类说明合法； (ii) 仅在本协议期间处理此类个人数据；

- (b) take commercially reasonable steps to ensure its personnel who are authorised to have access to such Personal Information and ensure that any such personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing such Personal Information; (b) 采取合理的商业步骤, 确保工作人员有权访问此类个人数据, 并确保工作人员在处理此类个人数据时承诺保密或承担适当的法定保密责任;
- (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, implement technical and organisational measures and procedures to ensure a level of security for such Personal Information appropriate to the risk, including the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access (c) 考虑到现有技术、实施成本以及执行的性质、范围、背景和目的, 实施技术和管理措施程序, 以确保个人数据的安全级别可抵御相应的风险, 包括意外、非法或未经授权的破坏、损失、更改、泄露、传播或访问的风险;
- (d) inform the Customer without undue delay upon becoming aware of any such Personal Information (while within Wireless Logic 's or its subcontractors' possession or control) being subject to a Personal Information breach; (d) 在发现此类个人数据 (在Wireless Logic或其分包商的所有或控制范围内) 受到个人数据泄露的影响时, 应立即通知客户;
- (e) not disclose any Personal Information to any Data Subject or to a third party other than at the written request of the Customer or as expressly provided for in this Agreement; (e) 除非客户书面要求或本协议明确规定, 不得向任何数据主体或第三方披露任何个人数据;
- (f) except as required by law or in order to defend any actual or possible legal claims, as the Customer so directs, take reasonable steps to return or irretrievably delete all Personal Information on termination or expiry of this Agreement, and not make any further use of such Personal Information; (f) , 除法律要求或为了实际或可能产生的法律索赔辩护, 应按照客户指示, 采取合理的步骤退回或彻底删除所有本协议终止或到期时的个人数据, 且不得进一步使用此类个人数据;
- (g) provide to the Customer and any DP Regulator all information and assistance reasonably necessary to demonstrate or ensure compliance with the obligations in this clause 19 and/or the Data Protection Laws; (g) 向客户和任何DP监管机构提供合理必要的信息和协助, 以证明或确保遵守本第19条和/或《数据保护法》中的义务;
- (h) permit the Customer or its representatives to access any relevant premises, personnel or records of Wireless Logic on reasonable notice to audit and otherwise verify compliance with this clause 19, subject to the following requirements: (h) 允许客户或其代表在做出合理通知后访问、接触或获取Wireless Logic的相关场所、工作人员或记录, 以进行审核, 或者按以下要求验证是否符合本第19条的规定:
- (i) the Customer may perform such audits no more than once per year or more frequently if required by Data Protection Laws; (i) 如《数据保护法》有要求, 客户每年可以不超过一次或更频繁地进行此类审核;
- (ii) the Customer may use a third party to perform the audit on its behalf, provided such third party executes a confidentiality agreement acceptable to Wireless Logic

before the audit; (ii) 客户可以使用第三方代表其进行审核, 但该第三方在审核前需出具Wireless Logic同意的保密协议;

(iii) audits must be conducted during regular business hours, subject to Wireless Logic 's policies, and may not unreasonably interfere with Wireless Logic 's business activities; (iii) 审核必须在Wireless Logic规定的正常工作时间内进行, 并且不得无理影响Wireless Logic的业务活动;

(iv) the Customer must provide Wireless Logic with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. The Customer may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Laws and/or confirming compliance with the requirements of this clause 19. The audit reports shall be confidential; (iv) 除非法律禁止, 否则客户须向Wireless Logic提供任何审核相关的报告。审计报告仅用于客户满足《数据保护法》的审计要求和/或确认符合本第19条的要求。审计报告应保密;

(v) to request an audit, the Customer must first submit a detailed audit plan to Wireless Logic at least 6 (six) weeks in advance of the proposed audit date. The audit must describe the proposed scope, duration and start date of the audit. Wireless Logic will review the audit plan and inform the Customer of any concerns or questions (for example, any request for information that could compromise Wireless Logic confidentiality obligations or its security, privacy, employment or other relevant policies). Wireless Logic will work cooperatively with the Customer to agree a final audit plan; (v) 如有审核需求, 客户必须在计划审核日期前至少六 (6) 周向Wireless Logic提交详细的审核计划, 需介绍拟审核范围、期限和开始日期。Wireless Logic将检查审核计划并告知客户任何疑虑或问题 (例如, 任何可能危及Wireless Logic的保密义务或其安全、隐私、雇佣或其他相关政策的信息请求)。Wireless Logic将与客户合作商定最终审核计划;

(vi) nothing in this clause 19.6(i) shall require Wireless Logic to breach any duties of confidentiality owed to any of its clients, employees or third party providers; and (vi) 19.6 (i) 条中的任何内容均不得作为要求Wireless Logic违反对客户、员工或第三方供应商的任何保密义务的依据;

- (i) all audits are at the Customer's sole cost and expense; (i) 所有审核均由客户自行承担费用;
- (j) notify the Customer as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Information; and (j) 如果收到数据主体根据《数据保护法》就其个人数据行使权利的请求, 应在合理可行的范围内尽快通知客户;
- (k) provide the Customer with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Information provided that the Customer shall be responsible for Wireless Logic 's costs and expenses arising from such co-operation and assistance. (k) 对数据主体根据《数据保护法》就其个人数据行使权利的请求, 给予合理的合作与帮助, 但客户应承担Wireless Logic因配合所产生的费用。

- 19.7 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Information by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication. Wireless Logic will be responsible for handling all issues related to the protection of Personal Information as the specific representative in China. 19.7如果一方收到另一方处理个人数据或为遵守《数据保护法》而直接或间接产生的投诉、通知或通信，应在合理可行的范围内尽快通知另一方，并向另一方提供处理此类投诉、通知或通信的合理商业合作及帮助。
- 19.8 The Customer generally agrees that Wireless Logic may engage third party providers including any advisers, contractors, or auditors to process Personal Information ("Sub-Processors"). 19.8客户通常同意Wireless Logic可以聘请第三方供应商，包括顾问、承包商或审计员来处理个人数据（“子处理器”）。
- 19.9 If Wireless Logic engages a new Sub-Processor ("New Sub-Processor"), Wireless Logic shall inform the Customer of the engagement by sending an email notification to the Customer and the Customer may object to the engagement of such New Sub-Processor by notifying Wireless Logic within 5 Business Days of Wireless Logic's email, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in this clause. If the Customer does not so object, the engagement of the New Sub-Processor shall be deemed accepted by the Customer. Wireless Logic shall ensure that its contract with each New Sub-Processor shall impose obligations on the New Sub-Processor that are materially equivalent to the obligations to which Wireless Logic is subject to under this Agreement. 19.9如果Wireless Logic使用新的子处理器（“新子处理器”），则Wireless Logic应向客户发送电子邮件告知此事，且客户可以在Wireless Logic发出邮件5个工作日内通知Wireless Logic不同意使用新的子处理器，但反对意见必须合理、充分、且与新的子处理器履行本条款所规定的基本类似的义务直接相关。如果客户无反对意见，则视为客户同意使用新的子处理器。Wireless Logic应确保其与新的子处理器的合同对新的子处理器施加的责任在很大程度上等同于Wireless Logic在本协议下所承担的责任。
- 19.10 Any sub-contracting or transfer of Personal Information pursuant to this clause 19 shall not relieve Wireless Logic of any of its liabilities, responsibilities and obligations to the Customer under this Agreement and Wireless Logic shall remain liable for the acts and omissions of its Sub-Processor. 19.10根据第19条进行的个人数据分包或转让，不得免除Wireless Logic在本协议项下对客户承担的责任、职责和义务，Wireless Logic仍对其子处理器的作为和不作为承担责任。
- 19.11 Where Personal Information is processed by Wireless Logic under or in connection with this Agreement on behalf of the Customer as the Personal Information Handler, the Customer agrees that Wireless Logic may disclose the Personal Information to Wireless Logic's employees, sub-contractors (including third party providers), agents, affiliates and affiliate employees as the Wireless Logic reasonably considers necessary for the performance of its obligations under this Agreement, for compliance with applicable law and as required to defend any actual or possible legal claims. Wireless Logic shall take reasonable steps to ensure the reliability of any person who has access to the Personal Information and ensure that such persons are aware of Wireless Logic's obligations under this Agreement. 19.11如果Wireless Logic根

据本协议或按照协议代表客户作为数据控制器处理个人数据，则客户同意Wireless Logic向其员工、分包商（包括第三方供应商）、代理、附属公司和附属公司员工透露个人数据，这是Wireless Logic履行本协议的义务、遵守适用法律、以及实际或可能产生的法律索赔做辩护的合理条件。Wireless Logic应采取合理措施确保有权访问个人数据的员工的可靠性，并确保他们了解Wireless Logic在本协议中的责任。

20. Suspension 20. 暂停

- 20.1 Wireless Logic may suspend the Services, or any SIM Card, if any one or more of the following occur: 20.1如果发生以下任何一种或多种情况，Wireless Logic可以暂停服务或SIM卡：
- (a) the telecommunications network and other infrastructure in place supporting the Services fails or if modification or maintenance work is being carried out in respect of the same, or such telecommunications network is unavailable for any reason; (a) 支持服务的电讯网络及其他基础设施发生故障，或正在修理、维修，或因任何原因无法使用；
 - (b) Wireless Logic does not receive full payment of any Charges due pursuant to the Agreement in accordance with the payment terms set out in clause 13 and the terms of the Agreement; in which case the Charges set out in clause 22.5 shall apply; (b) Wireless Logic未按照第13条规定的付款条件和协议条款收到应付的全部费用，应依据第22.5条规定处理这种情况；
 - (c) Wireless Logic believes or has reasonable grounds to suspect that the Customer's equipment or SIM Card(s) are being used fraudulently or illegally or if they have been lost or stolen (in which case the Charges remain payable until we are notified of such fraudulent or illegal use pursuant to clause 12.1(e)); (c) Wireless Logic认为或有合理理由怀疑客户的设备或SIM卡存在欺诈或非法使用，或者失窃（这种情况计费不停，直到收到第12.1(e)条所规定的欺诈或非法使用通知为止）；
 - (d) the Customer is otherwise in material breach of the terms of the Agreement; (d) 客户严重违反协议条款；
 - (e) Wireless Logic reasonably anticipates that one of the events referred to in clause 21.2 is about to occur; or (e) Wireless Logic合理预测第21.2条所述的事件之一即将发生；
 - (f) at its discretion in relation to SIM Card(s) if it suspects that they have been tampered with, in any way which could render billing information inaccurate. (f) 如果怀疑SIM卡已经被篡改，并可能导致计费信息不准确，则可自行处置SIM卡。
- 20.2 If the Services are suspended pursuant to clause 20.1(a) for more than three (3) consecutive days, Wireless Logic shall suspend the Charges for the period of unavailability. 20.2如果根据第20.1(a)条暂停服务连续三(3)天以上，Wireless Logic应暂停不可用期间的收费。

21. Termination 21. 终止

- 21.1 The Customer may terminate the Agreement (in whole or in part): 21.1客户可以终止（全部或部分）协议：
- (a) by completing and submitting to Wireless Logic, the signed Cancellation Request Form. Provided that all termination fees payable in accordance with clause 22 have been received by Wireless Logic, such termination shall be effective thirty (30) days after the confirmed

receipt by Wireless Logic of the Cancellation Request Form; or (a) 填写并向Wireless Logic提交签字的取消申请表。如果Wireless Logic已收到第22条规定的应付终止费，则终止申请应在Wireless Logic确认收到取消申请表后三十 (30) 天内生效;

- (b) if Wireless Logic commits a material breach of the Agreement which is capable of remedy and fails to remedy that breach within thirty (30) days of receipt of written notice of the breach. (b) 如果Wireless Logic严重违反协议，且在收到书面违约通知后三十 (30) 天内未能补救该违约行为。

21.2 Without prejudice to any other rights or remedies which Wireless Logic may have, Wireless Logic may by notice to the Customer immediately terminate the Agreement (in whole or in part) if: 21.2在不损害Wireless Logic可能拥有的其他任何权利或补救措施的情况下，如果出现以下情况，Wireless Logic可以通知客户立即终止（全部或部分）本协议：

- (a) the Customer commits an irremediable material breach of the Agreement; (a) 客户严重违反协议，且不可补救;
- (b) the Customer breaches any of the obligations set out in clause 5 (Representations and Warranties) and clauses 12.1(c) or 12.2 (Customer Obligations); (b) 客户违反第5条（声明与保证）、第12.1 (c) 或12.2条（客户义务）中规定的任何义务;
- (c) the Customer commits a material breach of the Agreement capable of remedy and fails to remedy that breach within ten (10) business days of receipt of written notice of the breach from Wireless Logic ; (c) 客户严重违反协议，且在收到Wireless Logic书面违约通知后十 (10) 个工作日内未能补救该违约行为;
- (d) the relevant Network Provider(s) upon which the Services are dependent suspends or ceases to make the telecommunications network and infrastructure available; (d) 服务所依赖的相关网络供应商暂停或停止提供可用的电信网络和基础设施;
- (e) the Customer repeatedly or continuously breaches any of its obligations under the Agreement and such breach or breaches continue to occur within fourteen (14) days of receipt of a written notice setting out such breach or breaches; (e) 客户一再或连续违反本协议项下的任何义务，并且在收到书面通知后十四 (14) 天内继续发生此类违约行为;
- (f) an order is made or a resolution is passed or any other formal step is taken with a view to commencing winding-up or dissolution of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer (except for the purposes of amalgamation or reconstruction, the terms of which have been previously notified to and approved by Wireless Logic); (f) 产生开始清盘或解散客户的指示、决议或其他正式措施，或是有管辖权的法院命令客户清盘的情况（合并或重建目的除外，合并重建条款已通知Wireless Logic并由其批准）；
- (g) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given to the Customer or its directors; (g) 下达命令委任管理员管理客户的事务、业务及财产，或由有管辖权的法院送交文件指定客户的管理员，或通知客户或其董事任命管理员;

- (h) a receiver is appointed over any of the Customer's assets or an undertaking or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager over the Customer, or if any other person takes possession of or sells the Customer's assets; (h) 根据客户的资产指定的接管人，由具有管辖权的法院或债权人向客户指定接管人或经理的承诺或情况，或有任何其他人占有或出售客户资产;
- (i) the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; (i) 客户对债权人做安排或组合，或以任何方式向有管辖权的法院申请保护其债权人;
- (j) the Customer is unable to pay its debts; (j) 客户无力偿还债务的定义见
- (k) any distress, execution, sequestration or other process is levied or enforced or sued out or upon or against the whole or any material part of the assets of the Customer; (k) 任何扣押、执行、查封或其他程序是对客户全部或任何重要部分资产的征收、强制执行或起诉;
- (l) the Customer ceases, or threatens to cease, to trade; (l) 客户停止或威胁停止交易;
- (m) the provision or continuation of the Services would be in breach of an Applicable Law or Code of Conduct; or (m) 提供或延续服务将违反适用法律或行为准则;
- (n) the provision of any Services requested by the Customer would require material modification to the Systems; or (n) 提供客户要求的服务需要对系统进行重大修改;
- (o) the Customer takes or suffers any similar or analogous action to those referred to in clauses 21.2(f) to (n) (inclusive) in any jurisdiction in consequence of any debt. (o) 客户因债务而在司法范围内对第21.2 (f) 至 (n) (包括) 条款所述的行为采取或经历相似或类似行为。

21.3 Without prejudice to any other rights or remedies which Wireless Logic may have, Wireless Logic may, by thirty (30) calendar days' written notice to the Customer terminate the Agreement (in whole or in part). 21.3在不损害Wireless Logic可能拥有的任何其他权利或补救措施的情况下，Wireless Logic可在三十 (30) 个日历日内向客户发出书面通知终止（全部或部分）协议。

21.4 The right to terminate the Agreement in this clause 21 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach. 21.4在第21条中终止本协议的权利不应影响任何一方就相关违约行为（如果有）或其他违约行为的任何其他权利或补救措。

21.5 For the purposes of clause 21.2(b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to time of performance provided that time of performance is not of the essence. 21.5就第21.2 (b) 条而言，不考虑非本质问题履约时间，如果违约方可以遵守上述条款的全部规定，则视该违约行为可以补救。

22. Consequences of Termination and costs of changes 22.终止后果与变更费用

22.1 All rights and obligations of the Parties shall cease to have effect immediately upon termination or expiry of the Agreement, save that such termination or expiry shall not prejudice or affect: 22.1当协议终止或到期时，双方的所有权利和义务应立即停止生效，但此类终止或到期不得损害或影响：

- (a) any right of action or remedy which shall have accrued or shall thereafter accrue to either Party; or (a) 任何一方应当产生或随后产生的诉讼或补救权利;
- (b) the continued existence and validity of the rights and obligations of the Parties under those clauses which by implication or express agreement are to survive termination or expiry of the Agreement. b) 双方根据这些条款继续存在且有效的权利和义务, 这些条款暗示或明示协议终止或到期后继续有效。
- 22.2 On termination (in whole or in part) or expiry of the Agreement for any reason, the Customer shall: 22.2协议因任何原因(全部或部分)终止或到期时, 客户应:
- (a) immediately cease to make use of any of the relevant SIM Cards and the Services; and (a) 立即停止使用任何相关的SIM卡及服务;
- (b) as soon as reasonably practicable, destroy all or any SIM Cards. (b) 在合理可行的情况下尽快交付给Wireless Logic, 或按照Wireless Logic选择的方式销毁所有或任何SIM卡。
- 22.3 Upon the termination of the Agreement (in whole or in part) the following termination fees are payable: 22.3协议(全部或部分)终止后, 应支付以下终止费:
- (a) If the Customer ends all or part of the Agreement pursuant to clauses 11.2 or 21.1(b), only the Charges due up to and including the date of the termination of the Agreement are payable; (a) 如果客户根据第11.2或21.1 (b) 条终止本协议的全部或部分内容, 则仅支付包含协议终止日期为止应付的费用;
- (b) If all or part of the Agreement terminates for any other reason and the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term has not expired (and will not expire during the notice period), the following Charges are payable: (b) 如果协议的全部或部分内容因任何其他原因终止, 且最低SIM合同期限和/或最低流量池合同期限尚未到期(且在通知期内不会到期), 则应支付以下费用:
- (i) the amount of unpaid line rental and other fixed Charges remaining in respect of each of the relevant SIM Cards and/ or Data Pools terminated for the period from the date of expiry of the notice period up to and including the last day of the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term; and (i) 每张关联SIM卡和/或流量池从被通知的到期日期到最低SIM合同期限和/或最低流量池合同期限的最后一天期间未付的租费和其他固定费用金额;
- (ii) all outstanding Charges due up to and including the date of the termination of the Agreement; and (ii) 截至且包括协议终止日期内所有未付的费用;
- (iii) an administration fee for each SIM Card to be terminated, in each case such administration fee levied in respect of Wireless Logic 's administrative and other costs of disconnecting the SIM Card from the Services and the relevant telecommunications network. (iii) 终止每张SIM卡的管理费, 根据实际情况按照Wireless Logic为断开SIM卡服务及相关电信网络所产生的管理和其他费用。
- (c) If all or part of the Agreement terminates for any other reason and the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term of the Agreement has expired (or will expire during the notice period) the following Charges are payable: (c) 如果协议的全部或部分内容因任何其他原因而终止, 且最低SIM合同期限和/或最低流量池合同期限已到期(或将在通知期内到期), 则应支付以下费用:
- (i) the amount of the Charges up to and including the date upon which the relevant notice period expires; (i) 截至且包括通知到期时间内的费用金额;
- (ii) all outstanding Charges due up to and including the date of the termination of the Agreement; and (ii) 截至且包括协议终止日期内所有未付的费用;
- (iii) an administration fee for each SIM Card to be terminated, in each case such administration fee levied in respect of Wireless Logic 's administrative and other costs of disconnecting the SIM Card from the Services and the relevant telecommunications network. (iii) 终止每张SIM卡的管理费, 根据实际情况按照Wireless Logic为断开SIM卡服务及相关电信网络所产生的管理和其他费用。
- 22.4 If the Customer elects to port or migrate their mobile phone number(s) pursuant to clause 15.1 Wireless Logic reserves the right to charge the Customer an administration fee per SIM Card in addition to any charges for termination charged by the relevant Network Provider that may be applicable and levied by that Network Provider against Wireless Logic . 22.4如果客户根据第15.1条选择申请保留或转移其手机号码, 除了相关网络供应商向Wireless Logic收取适当的终止费用, Wireless Logic保留向客户收取每张SIM卡管理费的权利。
- 22.5 If the Services are suspended pursuant to clause 20.1(b) and the Customer requests reconnection, Wireless Logic reserves the right to charge an administration per SIM Card reconnected in addition to all arrears in Charges due in respect of the relevant SIM Card(s); the Charges payable pursuant to this clause 22.5 must be paid, at Wireless Logic discretion, as a pre-condition to such reconnection. 22.5如果根据第20.1 (b) 条暂停服务且客户要求重新连接, 除了相关SIM卡的所有欠款, Wireless Logic保留收取每个重新连接的SIM卡管理费的权利。作为重新连接SIM卡的前提条件, Wireless Logic自行决定根据本第22.5条应付的费用。
- 23. Subcontracting 23.分包**
- 23.1 Wireless Logic may subcontract the rights and obligations it has under the Agreement to a Third Party. 23.1Wireless Logic可将其在协议下的权利和义务分包给第三方。
- 24. Assignment 24.转让**
- 24.1 The Customer shall not, without the prior written consent of Wireless Logic , assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Agreement. 24.1未经Wireless Logic事先书面同意, 客户不得以任何方式分配、转让、抵押或处理本协议项下的全部或任何权利及义务。
- 24.2 Wireless Logic may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement. 24.2Wireless Logic可以用任何方式随时将本协议项下的全部或任何权利及义务进行分配、转让、抵押、分包或处理。
- 25. Entire Agreement 25.完整协议**
- 25.1 The Agreement together with any documents referred to in the Agreement sets out the entire agreement and understanding

between the Parties in respect of the subject matter of the Agreement and supersedes all prior oral or written agreements, arrangements or understanding between the Parties. 25.1本协议及协议中提及的任何文件规定了双方就协议标的所达成的完整协议和谅解，并取代双方之前的所有口头或书面协议、安排或谅解。

- 25.2 The Customer acknowledges that it has entered into the Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in the Agreement and, save as expressly set out in the Agreement, the Customer shall have no liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently. 25.2客户承认仅依据协议中明确规定或包含的声明、保证和承诺签订本协议，除本协议中明确规定外，除非以欺诈手段进行，客户不对在协议日期前作出的陈述、保证或承诺承担任何责任。
- 25.3 Any variation to this agreement must be confirmed in writing and agreed by both parties. 25.3本协议的任何变更必须以书面形式经双方确认同意。

26. Releases and waivers 26.免除与放弃

- 26.1 Either Party may, in whole or in part, release, compound, compromise, waive, or postpone, in its absolute discretion, any liability owed to it or right granted to it in the Agreement by the other Party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed. 26.1任何一方自行决定全部或部分免除、加重、减免、放弃或延缓其所承担的责任或本协议所赋予的权利时，不得以任何方式损害或影响另一方未经免除、加重、减免、放弃或延缓的责任及权利。
- 26.2 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given. 26.2放弃本协议项下的任何权利仅在书面形式下有效，且仅在特定情况下适用于提出放弃的缔约方。
- 26.3 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any Party shall constitute a waiver by that Party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the Agreement or otherwise. 26.3任何一方单次或部分行使、未能行使或延迟行使本协议项下任何权利、权力或补救措施，不应被视为对此类权利、权力和补救措施的放弃，且不应妨碍进一步行使对此类权利、权力和补救措施或行使其他任何权利。
- 26.4 Notwithstanding the generality of clauses 26.1 to 26.3, the Customer acknowledges that any waiver or failure to collect any fees due under clauses 13.3, 14.5, 22.3, 22.4 or 22.5 is a gesture of goodwill by Wireless Logic and shall not prevent Wireless Logic from relying on such rights in the future. 26.4尽管条款26.1至26.3具有普遍性，但客户承认，放弃或未能收取第13.3、14.5、22.3、22.4或22.5条款规定的费用，是Wireless Logic的友好表示，且不得阻止Wireless Logic在未来继续使用这些权利。

27. Exclusion of third party rights 27.排除第三方权利

- 27.1 Each Network Provider is a third party for the purposes of the Contract (Rights of Third Parties) Act 1999 and where stated, each and every obligation of the Customer under this Agreement is owed to each relevant Network Provider who may enforce its rights in the Agreement as if it were a party to it. 27.1根据《1999年合同（第三方权利）法》所述，每个网络

供应商都是第三方，且客户根据本协议承担的每项责任均归每个相关网络供应商所有，网络供应商像是合同缔约方一样行使协议下的权利。

- 27.2 Subject always to clause 27.1, the Parties agree that the provisions of the Agreement are personal to them and their permitted successors and assigns and are not intended to confer any rights of enforcement on any third party and save as expressly provided for in the Agreement the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement, or to any of its provisions. 27.2以第27.1条的规定为准，双方同意本协议的条款属于他们及其允许的继承人和受让人个人所有，不会赋予任何第三方执行权利，且除本协议明确规定外，《1999年合同（第三方权利）法》不适用于本协议及其任何条款。
- 27.3 Save for where it is stated to the contrary, if any person who is not a Party is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary the Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person. 27.3除非另有说明，如果任何非缔约方的人有权根据《1999年合同（第三方权利）法》执行其中任何条款，则双方可以不经该人同意撤销或更改协议（以及根据或与之相关的任何文件）。

28. Notices 28.通知

- 28.1 Any notice to a Party under or pursuant to the Agreement shall be in writing signed by or on behalf of the Party giving it and shall, unless delivered to a Party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery, email or fax to the address of the Party as set out on the Master Agreement Form or as otherwise notified in writing from time to time. 28.1根据或依据本协议向一方发出通知，应以书面形式由发出方或发出方代表签字，除非由个人交付留给对方，否则应通过预付头等邮件、预付挂号信、电子邮件或传真发送至主协议表格中对方所留地址，或不时以书面形式另行通知。
- 28.2 In proving service it will be sufficient to prove: 28.2在证明服务方面，通知充分证明：
- (a) in the case of personal service, that it was handed to the Party or delivered to or left in an appropriate place for receipt of letters at its address; (a) 如个人运送，则已送至、运至、或留在恰当地方，可在收信地址查收；
 - (b) in the case of a letter sent by post, that the letter was properly addressed, stamped and posted; (b) 如邮寄信件，则该信件已填写地址、粘贴邮票并妥善寄出；
 - (c) in the case of email and/or fax, that it was properly addressed and despatched to the number of the Party. (c) 如发送电子邮件和/或传真，则已填写地址邮寄至对方号码处。
- 28.3 Notice shall be deemed to have been received as follows: 28.3以下情况可视为已收到通知：
- (a) in the case of personal service, on signature of a delivery receipt or at the time the notice is left at the address; (a) 如个人运送，在签字确认收信或通知被留在收信地址时；
 - (b) if sent by pre-paid first class post or other next working day delivery service at 9.00am on the second business day after posting; (b) 如以预付头等邮件或其他下一工作日送达的服务商寄出，邮寄后第二个工作日上午9点；

- (c) if sent by pre-paid airmail, at 9.00am on the fifth business day after posting; (c) 如以预付航空邮件寄出，邮寄后第五个工作日上午9点;
- (d) if sent by email, at the time of transmission; or (d) 如发送电子邮件，邮件发送时;
- (e) if send by fax, at the time of transmission. (e) 如发送传真，传真发送时。

28.4 A Party shall not attempt to prevent or delay the service on it of a notice connected with the Agreement. 28.4 缔约方不得试图阻止或推迟与本协议有关的通知服务。

29. Mitigation 29. 缓解

Each of the Parties shall at all times take all reasonable steps to minimise and mitigate any loss which it may suffer for which the relevant Party is entitled to bring a claim against the other Party under the Agreement. 各缔约方应始终采取一切合理方式，尽量减少和减轻一方因另一方有权根据协议提出索赔而产生的损失。

30. Further assurance 30. 进一步保证

Each Party shall execute such documents and take such steps as the other Party may reasonably require to fulfil the provisions of and to give to each Party the full benefit of the Agreement. 各方应执行此类文件并采取相应措施，满足另一方可能提出的合理要求，以履行协议的全部条款并使各方获益。

31. Anti-bribery 31. 反贿赂

31.1 The Customer acknowledges and agrees that Wireless Logic will not tolerate bribery in any form in connection with the conduct of its business. 31.1 客户确认并同意Wireless Logic不会容忍任何与其业务有关的贿赂行为。

31.2 The Customer shall: 31.2 客户应:

- (a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-bribery Laws"), including without limitation the Anti-Unfair Competition Law of the PRC Criminal Law (including any subordinate or amending legislation); (a) 遵守与反贿赂和反腐败（《反贿赂法》）有关的所有适用法律、法规、条例、规范和指南，包括但不限于《中华人民共和国反不正当竞争法》（包括任何从属立法或修订法案）;
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws if such activity, practice or conduct had been carried out in China; (b) 不参与任何一旦在中国开展，将会违反《反贿赂法》的活动、实践或行为;
- (c) not do, or omit to do, any act that will cause Wireless Logic to be in breach of the Anti-bribery Laws; (c) 不要有任何导致Wireless Logic违反《反贿赂法》的作为或不作为;
- (d) promptly report to Wireless Logic any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Agreement; (d) 及时向Wireless Logic报告客户收到的与履行协议有关的任何不正当的财务或其他利益的请求或要求;
- (e) maintain throughout the term of the Agreement its own anti-bribery policies and procedures including without limitation adequate procedures under the Anti-bribery

Laws to ensure compliance with the Anti-Bribery Laws, and shall provide a copy of such policies and procedures to Wireless Logic on request, and shall enforce such policies and procedures where appropriate. For the purpose of this clause 31, the meaning of adequate procedures shall be determined in accordance with relevant Anti-bribery Laws; and (e) 在整个协议期限内遵守其自身的反贿赂政策和程序，包括但不限于遵循《反贿赂法》确保遵守反贿赂法的适当程序，应按要求向Wireless Logic提供此类政策和程序的复印件，并在适当情况下予以执行。此第31条中的适当程序的含义，参照《反贿赂法》确定;

- (f) within five (5) business days of receipt of a request from Wireless Logic, certify to the Wireless Logic in writing its compliance with this clause 31. (f) 在收到Wireless Logic的请求后五（5）个工作日内，以书面形式向其证明是否符合本第31条的规定。

31.3 In the event that the Customer sub-contracts the provision of any element of the Agreement to any person, or receives any services in connection with its performance of the Agreement from any person, (each such person being an "Associated Person"), it shall impose upon such Associated Person anti-bribery obligations that are no less onerous than those imposed upon the Customer in this clause 31. The Customer shall be liable to Wireless Logic for the acts and omissions of each Associated Person in relation to compliance with such anti-bribery obligations (or, where the Customer has failed to impose such obligations, the obligations that the Associated Person would be under if the Customer had complied with the obligation under this clause) as if such acts or omissions were those of the Customer itself. 31.3 如果客户将协议内容的任何条款分包给任何人，或者从任何人处获得与履行协议有关的服务，（此类人被视为“相关人”），客户应对此类相关人施加反贿赂责任，且责任不低于本第31条款中客户的责任。每个相关人承担反贿赂责任的作为与不作为，（或者当客户不能施加责任时，如果客户已依照此条所承担责任，则相关人将承担的责任），同客户本身的作为与不作为一样，由客户向Wireless Logic承担责任。

31.4 The Customer warrants and represents that neither the Customer nor any of its officers, employees or any Associated Person has been convicted of any offence involving bribery, corruption, fraud or dishonesty or, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws. 31.4 客户保证并声明客户或其领导、员工、相关人没有涉及贿赂、腐败、欺诈或失信的任何违法行为，或者就客户所知，未曾是或不是政府、行政或监管机构依据《反贿赂法》对罪行或指控的罪行进行调查、询问或执法程序的对象。

31.5 Breach of this clause 31 shall be deemed a material breach of the Agreement. 31.5 违反本第31条应被视为严重违反本协议。

31.6 The Customer shall indemnify Wireless Logic against any losses, liabilities, damages, costs and expenses incurred by, or awarded against, Wireless Logic as a result of any breach of this clause 31 by the Customer (including any liability that the Customer has to Wireless Logic by virtue of the acts or omissions of any Associated Person under clause 31.3). 31.6 客户应赔偿Wireless Logic因客户违反本第31条而导致或承担的任何损失、责任、损害、成本和费用（包括第31.3条规定的客户对Wireless Logic承担的相关人作为或不作为的责任）。

31.7 The Customer shall keep and maintain throughout the term of the Agreement detailed, accurate and up to date records

showing all payments made and received by the Customer in connection with the Agreement. The Customer shall ensure that such records and books of accounts are sufficient to enable Wireless Logic to verify the Customer's compliance with its obligations under this clause 31. 31.7客户应在协议期内详细、准确、及时保存并维护客户就本协议所支付与收取费用的记录。客户应确保Wireless Logic足以通过此类记录和账簿验证客户是否遵守了第31条规定的义务。

31.8 The Customer shall permit Wireless Logic and its third party representatives, on reasonable notice during normal business hours, but without notice in the event of any reasonably suspected breach of this clause 31, to access and take copies of the Customer's records, books of account and any other information held by or on behalf of the Customer and to meet with the Customer's personnel in order to audit the Customer's compliance with its obligations under this clause 31. Such audit rights shall continue for six (6) years after termination or expiry of the Agreement. The Customer shall give all necessary assistance to the conduct of any such audits. 31.8 客户应允许Wireless Logic及其第三方代表在正常工作时间内合理告知后，但在合理怀疑违反第31条并不做通知的情况下，获取、复制客户或代表客户持有的记录、帐簿以及其他任何信息，允许与客户工作人员会面，以审核客户是否遵守本第31条规定的义务。此审核权在协议终止或到期后六（6）年内继续有效。客户应对执行此类审核提供一切必要的帮助。

32. Governing law and jurisdiction 32.适用法律和范围

32.1 The Agreement shall be governed by and construed in accordance with the laws of China. 32.1本协议受中国法律管辖并按其解释。

32.2 Each of the Parties irrevocably submits for all purposes in connection with the Agreement to the exclusive jurisdiction of the courts of China. 32.2各方任何与协议有关的目的，必须服从中国法院的专属管辖。

SCHEDULE 1 (DATA PROTECTION)

附表1 (数据保护)

The Personal Information processing activities carried out by Wireless Logic under this Agreement, including but not limited to the following, may be described as follows: 根据本协议Wireless Logic对个人数据进行处理, 包括但不限于以下所描述的内容:

1. Subject matter of processing 1.处理标的

The processing of Personal Information by Wireless Logic for the purposes of providing the Services to the Customer. Wireless Logic为向客户提供服务而处理个人数据。

2. Nature and purpose of processing 2.处理的性质和目的

collecting, organising, sorting, saving, transferring, restricting, deleting, adapting or alternation of Personal Information. 收集、整理、分类、保存、转移、限制、删除、改编或更改个人数据。

3. Categories of Personal Information 3.个人资料分类

Any Personal Information which is provided to WL pursuant to this Agreement which includes any data contained on SIMPro. 根据本协议向Wireless Logic提供的任何个人数据, 包括SIMPro中包含的任何数据。

4. Categories of data subjects 4.数据主题类别

The identifiable or identified natural person to whom the Personal Information relates to including Customers and End Users. 包括客户和终端用户在内的, 个人数据相关的可识别或已识别的自然人。

5. Duration 5.持续时间

For the duration of the Agreement. 在协议期限内。